

Zimbra

leticia.saenz@co.hidalgo.tx.us

---

**RE: Contract# C-17-122-11-28**

---

**From :** Tiffany Brewer (Thomas) <Brewer-Tiffany@galls.com>

Thu, Mar 29, 2018 11:45 AM

📎 1 attachment

**Subject :** RE: Contract# C-17-122-11-28**To :** Leticia H. Saenz  
<leticia.saenz@co.hidalgo.tx.us>

Good morning Leticia,

Yes. Galls, LLC agrees to provide Hidalgo County the same items, rates, and terms and conditions under the initial award to Miller Uniforms.

Thank you,

**Tiffany Brewer | Manager, Contract Administration**

1340 Russell Cave Road | Lexington, KY 40505

Phone: 859.266.7227 ext. 2179 | Fax 877.914.2557 | [brewer-tiffany@galls.com](mailto:brewer-tiffany@galls.com)

---

**From:** Leticia H. Saenz <leticia.saenz@co.hidalgo.tx.us>**Sent:** Thursday, March 29, 2018 12:43 PM**To:** Brewer, Tiffany (Thomas) <Brewer-Tiffany@galls.com>**Subject:** Re: Contract# C-17-122-11-28**Importance:** High

Good morning, Ms. Brewer-

Yes, that is correct, we require that Galls confirms that items initially awarded to Miller Uniforms are supplied to Hidalgo County under the same, rates, terms and conditions .

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**

Hidalgo County Purchasing Department

2812 South Business Highway 281

Edinburg, Texas 78539

**P**(956) 318-2626 **F**(956) 318-2629

Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)

😊...DON'T WORRY...BE HAPPY...😊

---

**From:** "Tiffany Brewer (Thomas)" <[Brewer-Tiffany@galls.com](mailto:Brewer-Tiffany@galls.com)>  
**To:** "Leticia H. Saenz" <[leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)>  
**Sent:** Thursday, March 29, 2018 10:28:07 AM  
**Subject:** RE: Contract# C-17-122-11-28

Good morning Leticia,

Are you just needing confirmation that Galls, LLC can supply the specific items listed on the Miller Award? I've attached a copy of the 1295 form and will get the original in the mail today.

Thank you,

**Tiffany Brewer | Manager, Contract Administration**  
1340 Russell Cave Road | Lexington, KY 40505  
Phone: 859.266.7227 ext. 2179 | Fax 877.914.2557 | [brewer-tiffany@galls.com](mailto:brewer-tiffany@galls.com)



---

**From:** Leticia H. Saenz <[leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)>  
**Sent:** Wednesday, March 28, 2018 1:11 PM  
**To:** Brewer, Tiffany (Thomas) <[Brewer-Tiffany@galls.com](mailto:Brewer-Tiffany@galls.com)>  
**Subject:** Re: Contract# C-17-122-11-28  
**Importance:** High

Good morning, Ms. Brewer-

Thank you for providing us this important information we were not aware of this transition. I am in total agreement with making this process as seamless as possible.

Be advised, that we are in the process of placing this item on the next Commissioner's Court agenda for approval of the transition. However, we require **confirmation and agreement** from **Galls, LLC** on the **"specific items"** reflected on the awarded agreement to **Miller Uniforms & Emblems, Inc., #C-17-122-11-28**, as (attached hereto) for your review.

Please submit your confirmation and agreement by no later than tomorrow, March 29, 2018. Also, we ask that you please submit a 1295 Form reflecting agreement # **C-17-122-11-28** for the purposes of CC action.

Thank you in advance for your attention and cooperation to this important matter. Should you have any questions, please feel free to contact me.

Respectfully,

**Leticia H. Saenz, CPPB/Contracts Manager**  
Hidalgo County Purchasing Department  
2812 South Business Highway 281  
Edinburg, Texas 78539

P(956) 318-2626 F(956) 318-2629

Email: [leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)

😊...DON'T WORRY...BE HAPPY...😊

---

**From:** "Tiffany Brewer (Thomas)" <[Brewer-Tiffany@galls.com](mailto:Brewer-Tiffany@galls.com)>  
**To:** "leticia saenz" <[leticia.saenz@co.hidalgo.tx.us](mailto:leticia.saenz@co.hidalgo.tx.us)>  
**Sent:** Thursday, March 1, 2018 9:50:52 AM  
**Subject:** Contract# C-17-122-11-28

Good morning Ms. Saenz,

My name is Tiffany Brewer and I am the Manager of Contract Administration here at Galls. As you may have been made aware Miller Uniforms & Emblems, Inc. has, as of January 31, 2018, become a part of Galls, LLC. It is my goal to make the contract assignment process as seamless as possible and provide you with any documentation that may be needed to complete the process.

As a first step in this effort, I am attaching to this email the following:

1. Request for Assignment Consent Letter, signed by Miller and Galls
2. Executed Bill of Sale
3. Galls, LLC W9

If there should be other documents required or questions related to the acquisition please contact me via phone or email directly.

Regards,

**BILL OF SALE AND ASSIGNMENT**

January 31, 2018

Miller Uniforms & Emblems, Inc., a Texas corporation (the “Seller”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Galls, LLC, a Delaware limited liability company (the “Buyer”), and the Buyer hereby assumes and accepts from the Seller, all of the Seller’s right, title and interest in and to all of the Acquired Assets, as defined in that certain Asset Purchase Agreement, dated as of January 31, 2018, by and among the Seller, the Buyer, Robert Miller, and Stephen Miller (the “Agreement”). Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Agreement.

TO HAVE AND TO HOLD all and singular the Acquired Assets to the Buyer, its successors and assigns, to their own use and to have and to hold forever.

The Seller, for itself and its successors and assigns, does hereby authorize the Buyer, its successors and assigns, in the name of the Seller and as the Seller’s attorney, to do any and all things necessary or advisable to reduce the Acquired Assets to the Buyer’s possession. The Seller, for itself and its respective successors and assigns, does hereby covenant with the Buyer to execute, acknowledge, deliver and perform, or to authorize the Buyer, as the agent and attorney of the Seller, to execute, acknowledge, deliver or perform, any and all further instruments and acts which may be reasonably required to transfer and assign to the Buyer the Acquired Assets transferred or intended to be transferred hereby or to accomplish the intent and purpose hereof. The Seller, for itself and its successors and assigns, hereby covenants with the Buyer, its successors and assigns, that the Seller is the lawful owner of the Acquired Assets, that the Acquired Assets are free from all liens, charges and encumbrances, that the Seller has full right, power and authority to sell the Acquired Assets, and that the Seller will warrant and defend the same against the claims and demands of all persons.

Notwithstanding any other provisions herein to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions of the Agreement. This Bill of Sale and Assignment is intended only to effect the sale and transfer of the Acquired Assets pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. The agreements, obligations, assumptions and covenants of the Buyer under the Agreement are not merged hereunto and shall, to the extent provided in the Agreement, survive the execution and delivery herewith, and the performance of the consummation of all transactions provided for in the Agreement. This instrument is binding upon, and shall inure to the benefit of the Seller and the Buyer and their respective successors and assigns.

This Bill of Sale and Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Seller and the Buyer have executed this Bill of Sale and Assignment as of the date first written above.

**SELLER:**

MILLER UNIFORMS & EMBLEMS, INC.

By: *Robert A. Miller*

Name: *Robert A. Miller*  
Title: *President*

**BUYER:**

GALLS, LLC

By: \_\_\_\_\_

Name: R. MICHAEL ANDREWS, JR

Title: Chief Financial Officer, Treasurer, and Secretary

# MILLER UNIFORMS & EMBLEMS, INC.

826 Rutland Drive Austin, TX 78758 Phone 512-302-5541 Fax 512-355-4134  
bobmiller@milleruniforms.com

March 1, 2018

Attn: Leticia Saenz  
Hidalgo County Purchasing Department  
2812 South Business Highway 28  
Edinburg, TX 78539  
Leticia.saenz@co.hidalgo.tx.us

Re: Request for Consent of Assignment of Contract

Dear Ms. Saenz:

It is with great excitement I share with you that effective January 31, 2018, Miller Uniforms and Emblems, Inc. has become a part of Galls, LLC ("Galls"), the leading distributor of uniforms and equipment to the public safety market.

Miller Uniforms and Emblems, Inc. is the holder of Contract No. C-17-122-11-28 for the Purchase of Uniforms and Accessories for Hidalgo County Law Enforcement Agencies (the "Contract"). The terms of the Contract require Miller Uniforms and Emblems, Inc. to obtain your consent to any assignment of the Contract.

Therefore, Miller Uniforms and Emblems, Inc. and Galls respectfully request that the County of Hidalgo consent to the assignment of the Contract and any purchase order by and between Miller Uniforms and Emblems, Inc. and the County of Hidalgo to Galls. Galls has agreed to be bound by all terms and conditions set forth in the Contract and will honor and perform all obligations under the Contract.

For your records and as confirmation of the above, please find enclosed Bill of Sale and Assignment, executed by Miller Uniforms and Emblems, Inc. and Galls.

To provide consent to the assignment, we respectfully request that an authorized representative sign and return one copy of this letter to: [penman-justin@galls.com](mailto:penman-justin@galls.com). If you have any questions, please do not hesitate to contact Justin Penman at 859-266-7227 ext. 4181.

We appreciate your attention in this important matter.

Sincerely,

Miller Uniforms and Emblems, Inc.



Name: Robert A. Miller  
Title: President  
Date: 3/1/18

Galls, LLC



Name: R. Michael Andrews Jr.  
Title: CFO  
Date: 3-1-2018

The County of Hidalgo hereby consents to the assignment by Miller Uniforms and Emblems, Inc. to Galls, of the Contract No. C-17-122-11-28.

County of Hidalgo

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Galls, LLC  
Lexington, KY United States

Certificate Number:  
2018-331948

Date Filed:  
03/29/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Hidalgo County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
C-17-122-11-28  
Uniforms and Accessories for Hidalgo County Law Enforcement Agencies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is Tiffany Brewer, and my date of birth is 4/5/1988.

My address is 1340 Russell Cave Road, Lexington, KY, 40505, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Fayette County, State of KY, on the 29 day of March, 20 18.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Galls, LLC  
 Lexington, KY United States

**Certificate Number:**  
 2018-331948

**Date Filed:**  
 03/29/2018

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo County

**Date Acknowledged:**  
 04/26/2018

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 C-17-122-11-28  
 Uniforms and Accessories for Hidalgo County Law Enforcement Agencies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2018

DATE (MM/DD/YYYY)

9/22/2017

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

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

<b>PRODUCER</b> Lockton Companies 76 Batterson Park Road Farmington CT 06032 860-678-4000	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D: The Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Corporation	42404	INSURER B: Liberty Mutual Fire Insurance Company	23035	INSURER C: XL Specialty Insurance Company	37885	INSURER D: The Ohio Casualty Insurance Company	24074	INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Liberty Insurance Corporation	42404													
INSURER B: Liberty Mutual Fire Insurance Company	23035													
INSURER C: XL Specialty Insurance Company	37885													
INSURER D: The Ohio Casualty Insurance Company	24074													
INSURER E:														
INSURER F:														
<b>INSURED</b> Galls, LLC 1345090 1340 Russell Cave Road Lexington KY 40505														

**COVERAGES**      **CERTIFICATE NUMBER:** 14048363      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	TB7-Z11-261104-037	9/30/2017	9/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp: \$1,000 <input checked="" type="checkbox"/> Coll: \$1,000	N	N	AS2-Z11-261104-027	9/30/2017	9/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	N	N	US00080358L117A	9/30/2017	9/30/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-Z11-261104-017	9/30/2017	9/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella	N	N	ECO (18) 58276018	9/30/2017	9/30/2018	Limit: \$15,000,000; XS \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Hidalgo County is included as additional insured on the general liability as required by written contract.

**CERTIFICATE HOLDER**

14048363  
 Hidalgo County  
 Attn: Purchasing Department  
 2812 S. Highway Bus. 281  
 Edinburg TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gay Quintana*

© 1988-2015 ACORD CORPORATION. All rights reserved.

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : galls\* llc\***  
**Record Status: Active**

<b>ENTITY</b>	<b>Galls, LLC</b>	<b>Status: Active</b>
DUNS: 042598482	+4:	CAGE Code: 48849 DoDAAC:
Expiration Date: Mar 27, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 1340 Russell Cave Rd		
City: Lexington	State/Province: KENTUCKY	
ZIP Code: 40505-3114	Country: UNITED STATES	