

INVITATION TO BID SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Sealed bids in sets of four (4), one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until 10:00 AM on 05 /08/2012 and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550. Any bid received after 10:00 AM on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope:

Bid #: B122022 SHERIFF DEPARTMENT UNIFORMS

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Bids will be either lump sum or unit prices as shown on the bid sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB Purchasing Agent Galveston County

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1. **BID PACKAGE**

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.

COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Bid must be submitted in writing to:

Rufus G. Crowder, CPPB Galveston County Purchasing Agent 722 Moody, Fifth (5th) Floor Galveston, Texas 77550 Fax: (409) 621-7987

E-mail: rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms. conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

4. **BID OPENING**

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

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5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein.

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

8. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

9. PRICING

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

10. PROCUREMENT CARD

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in you bid submittal.

11. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this

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RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http://www.window.state.tx.us/.

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

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Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County.

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

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All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder:

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted bid and the contract

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

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22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies.

23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the bid form furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company on the bid form.
- C. Failure to properly complete the bid.
- D. Bids that do not meet the mandatory requirements.
- E. Evidence of collusion among bidders.

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

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28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

<u>Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.</u>

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

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If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk Galveston County Justice Center, Suite 2001 600 59th Street Galveston, Texas 77551

Galveston County Clerk North County Annex, 1st Floor 174 Calder Road League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set fourth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

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33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

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It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the
 employee's immediate family is negotiating or has an arrangement concerning prospective
 employment is involved in the procurement.

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government.

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

35. OPEN RECORDS

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly UNMARKED and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

GENERAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS **GALVESTON COUNTY, TEXAS**

NOTICE 36.

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To the County at:

Hon. Mark A. Henry, County Judge 722 Moody Second (2nd) Floor Galveston, Texas 77550 Fax: (409) 765-2653

And to:

Rufus G. Crowder, CPPB Purchasing Agent 722 Moody, Fifth (5th) Floor Galveston, Texas 77550

Fax: (409) 621-7987

Harvey Bazaman Director of County Legal 722 Moody, Fifth (5th) Floor Galveston, Texas 77550

Fax: (409) 770-5560

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

These specifications are to be considered descriptive, not restrictive.

PURPOSE: Galveston County is seeking a vendor to supply uniforms for the Galveston County Sheriff Department.

AWARD OF BID: Awards will be based on the total sum price. In the case of errors in extensions, the unit price will prevail.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY and are only meant to describe the type of uniform described by the County. Supplied clothing must meet or exceed the specifications listed below to be considered for award.

No taxes are to be added as Galveston County is exempt by Statute.

If bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at same location as stated for bidding.

TERM OF CONTRACT: Term of contract shall be one (1) year from date of acceptance and approval of bid by Commissioners' Court with an option to continue for an additional two (2), one (1) year periods if mutually agreeable.

If during the life of the contract, the successful bidder's net prices to other customers for uniforms awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, etc.). The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Galveston County reserves the right to accept or reject any and all of the price re-determinations, as it deems to be in the best interest of the County.

DELIVERY: Uniforms will be delivered F.O.B., Point of Delivery.

Galveston County Sheriff's Department Joe Max Taylor Law Enforcement Building 601 54th Street Galveston, Texas 77550

VENDOR STOCK: The successful bidder must stock sufficient uniforms to supply the County requirements in a timely manner.

QUANTITIES: Quantities shown on the attached bid sheet are for bidding purposes only. The County guarantees no minimum purchase and will pay only for uniforms actually ordered and furnished to Galveston County. Galveston County expects the awarded vendor to keep on hand a reasonable variety of stocked sizes to be purchased by Galveston County as needed. Articles should include the following: Pants size 28-52 and shirts size 14-20. Galveston County has tried to give an example of the quality of material that is expected.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

INVOICING: Invoices in **duplicate** shall be submitted to the:

Galveston County Auditor's Office P.O. Box 1418 Galveston, Texas 77553

PURCHASE ORDER: A Purchase Order will be required for each delivery made to the Galveston County Sheriff Department. Failure to include the Purchase Order number on invoices will result in delay in payment.

FITTINGS FOR UNIFORMS: The successful vendor will be required to have a representative on hand at the Sheriff's Office, Wednesday at 9:00 a.m. if required by the Sheriff's Department in order to take measurements for new uniforms, orders for uniform alterations and delivery of new uniforms and altered uniforms from previous Tuesday or Friday, whichever comes first. NOTE: If the successful vendor is within reasonable distance from the Sheriff's Office, on-hand measurements will not be required.

PERFORMANCE: Failure to perform in accordance with any of the above provisions will be cause for cancellation of contract upon receipt of written notice from Galveston County.

SAMPLES: The low bidder will be required to submit samples of trouser, shirt, wind breaker, raincoat, and winter coat for specification compliance before the bid will be awarded.

It is the intention of Galveston County to secure a tailored shirt equal in quality of workmanship and style to the shirt now on display as a sample. Please contact Brandt Raeburn at (409) 766-2307 to arrange viewing of sample.

INITIAL FITTING/ALTERATIONS

Successful bidder agrees to an emergency alteration turnaround time of 48 hours after receipt of article from Sheriff's Department personnel.

Successful bidder also agrees to a **72 hour** turnaround time for initial fitting for new hires once contact is made by Brandt Raeburn. The fitting location will be the Sheriff's Department Front Office, located at the Joe Max Taylor Law Enforcement Building, 601 54th Street, Galveston, Texas 77551.

The following list of specifications concerning material, workmanship and service are the minimal acceptable requirements for this department.

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SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Men's Short Sleeve Shirt Zipper Front – Style 7430

FABRIC

Solid: A VISA® fabric from Milliken & Company for fabrics, Style #7430, 100% polyester, texturized woven.

Weight 7.25 oz. per yard. Single warp, two ply filling.

Color: Spruce Green

CREASING

There are two sewn in permanent military creases in front and three in back.

FRONT

The left front has a self-fabric center pleat 1-3/8" wide extending from collar band to bottom of shirt. It has two rows of stitching 7/8" apart. The center pleat is interlined with 100% polyester, 250 denier. Right front has a 3-1/8" revere facing extending from neckline to bottom of shirt. There are seven front buttons.

COLLAR

Convertible collar measures 2-7/8" long at points and is topstitched 3/16" from the edge. The interlinings are 100% polyester, 250 denier. Permanent collar stays of proper length are fused or sewn inside collar so that no stitches are made through the bottom leaf.

YOKE

Two piece yoke of self-goods. The back of the yoke is topstitched 1/16".

SLEEVES

Sleeves are one piece, have a 7/8" hem and finish 10-3/8" long from the shoulder seam on a size Large. Sleeve setting and closing are sewn with an overedge and safety stitch. The sleeve is bartacked at the hem.

POCKETS

Two breast pockets finishing 5-3/8" wide and 5 3/4" long with mitered corners. Both pockets have a 1 1/2" box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1-3/8" wide. Woven hook fastener 1/2" wide and 1" long is placed on each pocket to secure woven loop fastener placed on each flap.

FLAPS

Flaps are scalloped, finishing 5 ½" in width, 2 ¾" in length at the center and 2 ½" at each side. Flaps are placed with a ½" space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1-3/8" wide. Woven loop fastener ½" wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have crease interlining.

BADGE TAB

Inside sling type of self-goods approximately 1-1/8" wide extends from joining seam to pocket of left front. To have two small, uncut buttonholes $1\frac{1}{4}$ " apart with the lower buttonhole $1\frac{1}{4}$ " above the flap.

EPAULETS

Sewn into sleeve head seam and measure approximately 1-7/8" tapering to 1 ½" with end pointed. Epaulets are set approximately 1" from the collar seam. They are box-stitched to shoulders with a row of x-stitching 2 ½" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Epaulets have crease interlining. Epaulet shall be spruce green with a tan bead around edges.

SHIRT LABELING

Each garment is identified by permanent size, style number, cut number, fiber content, manufacturing RN number, care instructions and country of origin labeling.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

BUTTONS

To be a 20-ligne melamine buttons dyed to match the fabric color.

PACKING

Shirts are polybagged individually.

ZIPPER CLOSURE

Shirt shall have a 14" nylon separating zipper.

PATCHES

Shirt shall have a Galveston County Sheriff's Office shoulder patch sewn on each shoulder.

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SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Women's Short Sleeve Shirt with Zipper Front – Style 7430

FABRIC

Solid: A VISA® fabric from Milliken and Company for fabrics, Style #7430, 100% polyester, texturized woven. Weight 7.25 oz. per yard. Single warp, two ply filling. SolarBan Technology Fabric.

Color: Spruce Green.

CREASING

There are two sewn in permanent military creases in front and three in back.

FRONT

The right front has a self-fabric center pleat 1-3/8" wide with a 3 1/8" facing extending from neckline to bottom of shirt. It has two rows of stitching 7/8" apart. The center pleat is interlined with 100% polyester, 250 denier. The right front has seven buttonholes. The left front has a 3-1/8" revere facing extending from neckline to bottom of shirt. Eyelets and tacks are sewn on the left front with buttons sewn centered over each eyelet for metal button feature. The left front has seven buttons.

COLLAR

Convertible collar measures 2-7/8" in length at points and is topstitched 3/16" from the edge. The interlinings are 100% polyester, 250 denier. Permanent collar stays of proper length are fused or sewn inside collar so that no stitches are made through the bottom leaf.

YOKE

Two piece yoke of self-goods. The back of the yoke is topstitched 1/16".

SLEEVES

Sleeves are one piece, have a 7/8" hem and finish 9" long from the shoulder seam on a size Medium. Sleeve setting and closing are sewn with an overedge and safety stitch. The sleeve is bartacked at the hem.

POCKETS

Two breast pockets finishing 5-3/8" wide and 5 $\frac{3}{4}$ " long with mitered corners. Both pockets have a 1 $\frac{1}{2}$ " box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1-3/8" wide. Woven hook fastener $\frac{1}{2}$ " wide and 1" long is placed on each pocket to secure woven loop fastener placed on each flap.

FLAPS

Flaps are scalloped, finishing 5 ½" in width, 2 ¾" in length at the center and 2 ½" at each side. Flaps are placed with a ¼" space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1-3/8" wide. Woven loop fastener ½" wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have crease interlining.

BADGE TAB

Inside sling type of self-goods approximately 1-1/8" wide extends from joining seam to pocket of left front. To have two small, uncut buttonholes $1\frac{1}{4}$ " apart with the lower buttonhole $1\frac{1}{4}$ " above the flap.

EPAULETS

Sewn into sleeve head seam and measure approximately 1-7/8" tapering to 1 ½" with end pointed. Epaulets are set approximately 1" from the collar seam. They are box-stitched to shoulders with a row of x-stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Epaulets have crease interlining. Epaulet will be spruce green with a tan bead around edges.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

SHIRT LABELING

Each garment is identified by permanent size, style number, cut number, fiber content, manufacturing RN number, care instructions and country of origin labeling.

BUTTONS

To be a 20-ligne melamine buttons dyed to match the fabric color.

ZIPPER FRONT

Shirts shall have a 14" separating zipper front.

PACKING

Shirts are polybagged individually.

PATCHES

Shirt shall have a Galveston County Sheriff's Office shoulder patch sewn on each shoulder.

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SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Men's Long Sleeve Shirt – Style #7430

FABRIC

Solid: A VISA® fabric from Milliken and Company for fabrics, Style #7430, 100% polyester, texturized woven. Weight 7.25 oz. per yard. Single warp, two ply filling.

CREASING

There are two sewn in permanent military creases in front and three in back.

FRONT

The left front has a self fabric center pleat, 1 3/8" wide extending from collar band to bottom of shirt. The center pleat has two rows of stitching 7/8" apart and is interlined with 100% polyester, 250 denier. A self-lined button stand 7/8" wide is on the right side and extends from collar band to bottom of shirt. There are six front buttons and one collar button.

COLLAR

The collar is banded. The back of the stand measures 1 ½". The points are 3" in length and top stitched 3/16" from the edge. The interlinings are 100% polyester, 250 denier. Collar band has crease interlining. Permanent collar stays of proper length are fused or sewn inside collar so that no stitches are made through the bottom leaf. The stand fastens with one button.

YOKE

Two piece yoke of self-goods. The back of the yoke is topstitched 1/16".

SLEEVES

Each sleeve has a one piece pointed placket 1 ¼" wide both top and bottom, with one button and buttonhole centered in the vent opening. Sleeve setting and closing are sewn with an overedge and safety stitch. Cuffs close with two buttons and buttonholes, are 2 ¾" wide and have a ¼" topstitching on the edge. Cuffs are interlined.

POCKETS

Two breast pockets finishing 5-3/8" wide and 5 ¾" long with mitered corners. Both pockets have a 1 ½" box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1-3/8" wide. Woven hook fastener ½" wide and 1" long is placed on each pocket to secure woven loop fastener placed on each flap.

FLAPS

Flaps are scalloped, finishing 5 $\frac{1}{2}$ " in width, 2 $\frac{3}{4}$ " in length at the center and 2 $\frac{1}{2}$ " at each side. Flaps are placed with a $\frac{1}{4}$ " space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1-3/8" wide. Woven loop fastener $\frac{1}{2}$ " wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have crease interlining.

BADGE TAB

Inside sling type of self-goods approximately 1-1/8" wide extends from joining seam to pocket of left front. To have two small, uncut buttonholes 1 1/4" apart with the lower buttonhole 1 1/4" above the flap.

EPAULETS

Sewn into sleeve head seam and measure approximately 1-7/8" tapering to 1 ½" with end pointed. Epaulets are set approximately 1" from the collar seam. They are box-stitched to shoulders with a row of x-stitching 2 ½" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Epaulets have crease interlining. Epaulet will be green with a tan bead around edges.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

SHIRT LABELING

Each garment is identified by permanent size, style number, cut number, fiber content, manufacturing RN number, care instructions and country of origin.

BUTTONS

20-ligne melamine buttons dyed to match the fabric color.

PACKING

Shirts are polybagged individually.

ZIPPER CLOSURE

Shirt shall have a 14" nylon separating zipper.

WARRANTY

One year against workmanship or fabric defects.

PATCHES

Shirt shall have a Galveston County Sheriff's Office shoulder patch sewn on each shoulder.

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SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Women's Long Sleeve Shirt With Zipper Front – Style #7430

FABRIC

Solid: A VISA® fabric from Milliken and Company for fabrics, Style #7430, 100% polyester, texturized woven. Weight 7 oz. per yard. Tropical weave, single warp, two ply filling. SolarBan Technology Fabric. Color: Spruce Green

CREASING

There are two sewn in permanent military creases in front and three in back.

FRONT

The right front has a self fabric center pleat, 1 3/8" wide with a 3 ½" wide facing extending from neckline to bottom of shirt. It has two rows of stitching 7/8" apart. The center pleat is interlined with 100% polyester, 250 denier. The right front has seven buttonholes. The left front has a 3 ½" revere facing extending from collar to bottom of shirt. Eyelets and stay tacks are sewn on the left front with buttons sewn centered over each eyelet for metal button feature. The left front has seven buttons. The right front buttons over the left front.

COLLAR

Convertible collar measures 2-7/8" in length at points and is top stitched 3/16" from the edge. The interlinings are 100% polyester, 250 denier. Permanent collar stays of proper length are fused or sewn inside collar so that no stitches are made through the bottom leaf.

YOKE

Two piece yoke of self-goods. The back of the yoke is topstitched 1/16".

SLEEVES

Each sleeve has a one piece pointed placket 1 ¼" wide both top and bottom, with one button and buttonhole centered in the vent opening. Sleeve setting and closing are sewn with an overedge and safety stitch. Cuffs close with two buttons and buttonholes, are 2 ¾" wide and have a ¼" topstitching on the edge. A coverstrip is sewn inside the cuff for the metal button feature. Cuffs are interlined.

POCKETS

Two breast pockets finishing 5-3/8" wide and 5 ¾" long with mitered corners. Both pockets have a 1 ½" box-pleat stitched top and bottom to prevent spreading. Left pocket has a sewn through pencil stall 1-3/8" wide. Woven hook fastener ½" wide and 1" long is placed on each pocket to secure woven loop fastener placed on each flap.

FLAPS

Flaps are scalloped, finishing 5 $\frac{1}{2}$ " in width, 2 $\frac{3}{4}$ " in length at the center and 2 $\frac{1}{2}$ " at each side. Flaps are placed with a $\frac{1}{4}$ " space between the pocket and flap and have one centered buttonhole with button. The left flap has a pencil opening 1-3/8" wide. Woven loop fastener $\frac{1}{2}$ " wide and 1" long is placed on edges of each flap to secure woven hook fastener placed on pockets. Flaps have crease interlining.

BADGE TAB

Inside sling type of self-goods approximately 1-1/8" wide extends from joining seam to pocket of left front. To have two small, uncut buttonholes $1\frac{1}{4}$ " apart with the lower buttonhole $1\frac{1}{4}$ " above the flap.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

EPAULETS

Sewn into sleeve head seam and measure approximately 1-7/8" tapering to 1 ½" with end pointed. Epaulets are set approximately 1" from the collar seam. They are box-stitched to shoulders with a row of x-stitching 2" from sleeve head and diagonally sewn from each end of the seam to the sleeve. Epaulets have crease interlining. Epaulet will be green with a tan bead around edges.

SHIRT LABELING

Each garment is identified by permanent size, style number, cut number, fiber content, manufacturing RN number, care instructions and country of origin.

BUTTONS

20-ligne melamine buttons dyed to match the fabric color.

ZIPPER FRONT

Shirt shall have a 14" separating zipper front.

PACKING

Shirts are polybagged individually.

PATCHES

Shirt shall have a Galveston County Sheriff's Office shoulder patch sewn on each shoulder.

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SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Men's Trousers - Traditional Style

FABRIC

100% polyester. Two ply warp and filling, 10.5 – 11 oz. per linear yard, 2 x 1 gabardine weave. SolarBan Technology Fabric.

Color: Spruce Green

DESIGN

Shall be made on a uniform pattern, having a plain front with quarter top pockets and two back pockets.

POCKETS

The front pocket opening will be a minimum $6 \frac{1}{2}$ " opening and be 6" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than $1 \frac{1}{4}$ " wide. The back pockets will have a minimum opening of $5 \frac{1}{2}$ " and be 6" deep. Sizes 29 and smaller will have a 5" opening. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets shall each have a straight bar tack and each back pocket shall be bar tacked with a triangular bar tacking machine.

POCKETING

All pocketing shall be black, 75% polyester/25% cotton with a minimum thread count of 90 x 56. The weight shall be 3.0 yds/lb.

WAISTBAND

The waistband shall be 2" wide and shall close with a crush-proof hook and eye, the eye being bar tacked for stability. Stretch Ban-Rol III waistband stiffener, 3/4" in width, shall be sewn into the top of the waistband to prevent rollover. The trousers are to be made with a continuous closed waistband. The waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain.

The inner waistband shall be composed of a one-piece elastic web. This web shall contain a blend of 42% Nylon / 20% Polyester / 14% Neoprene Rubber (3 strands) / 6% Lycra / 18% Cotton. The elastic web shall be constructed so that the cotton content of the band is in the upper 1-1/8" portion where the pressure of the belt would require the wicking properties of cotton close to the body to maintain comfort. The remainder of the band will be woven with an open mesh construction to promote breathability in the hip area. Additionally, the web will have 35% stretch and be 3" wide. The web will be sewn at the top and at the bottom waistband seams which ill reduce its stretch in the upper area to allow for a comfortable fit at the waist when bending or sitting. The upper portion of the web shall have a stiffness of .09oz. of torque (as specified in FED-STD-191, Method 5202) to prevent waistband rollover. The lower part of the web will be left free to stretch over the hips and give support to the back and abdomen. This lower high-stretch area will have pressure applied to it by the hips, preventing the trouser from slipping down while being worn. Three rows of exposed rubber woven into the center off the web will insure that the shirt remains tucked in for neat appearance.

INSIDE TRIM

The right fly and crotch linings shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper. The crotch lining shall be serged to each front. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

BELT LOOPS

There shall be a minimum of five (5 belt loops on waist sizes 30 and down, seven (7) belt loops on waist sizes 31 – 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is to be ¾" wide, of double thickness, and stitched on the face side with a two needle machine. Except for the center back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1-5/8" belt.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

ZIPPER

The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bar tack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bar tack located below the bottom zipper stop on the inside of the trouser.

SEAMING

The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged.

LABELING

Trousers shall be labeled with the following information: manufacturer, style number, size, fiber content, care instructions, RN number and country of origin.

FINISHING AND PRESSING

All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open.

PIPING

Pant will have tan inlaid stripe from the bottom of the pocket.

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BID #: B122022 OPEN: 05/08/2012

10:00 AM

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Women's Function FitTM Trousers

FABRIC

A VISA® fabric from Milliken & Company for fabrics, Style 7470, 100% polyester. Two ply warp and filling, 10.5 – 11 oz. per linear yard, 7.0 oz. per square yard, 2 x 1 gabardine weave. SolarBan Technology Fabric. Color: Spruce Green

DESIGN

Shall be made on a modified ladies uniform pattern with quarter top front pockets and two back pockets. Lowered rise front with modest rise back allows comfortable fit while in the patrol car or on foot pursuit. Positioning the duty belt at the natural waist gives support and comfort. Comfort stretch waistband enables custom fit to many different body types allowing wearer to adjust waist band up and down the torso for comfort. Comfort stretch also eliminates unsightly gaping at the back. Generous fit through hips, seat and thigh increases comfort and mobility. Stretching up to 2"-4", the Horace Small Comfort Cool Flex® Waistband stretches with the officer, helping her do do her job with ease.

POCKETS

The front pocket opening will be a minimum 6" deep and be 5 ½" deep from the bottom of the opening. They shall be stitched, turned, and restitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1 ¼" wide. The back pockets will have a minimum opening of 5 ½" and be 6" deep on size 14 and up. On size 12 and down, the minimum opening will be 5" wide and 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. The left pocket shall have a tab to button. The front pockets will have straight bar tack s. The back pockets shall be bar tacked with a triangular bar tacking machine.

POCKETING

All pocketing shall be black, 70% polyester/30% cotton. The weight shall be 3.2 yds/lb.

WAISTBAND

The waistband is to finish 2" wide and will be closed with two (2) crush-proof hook and eye, the eye being bar tacked for stability. The band is attached to a $2\frac{1}{2}$ " Cool Flex® curtain with two silicone beads along the full length of the band as well as Ban-Rol SofflexTM elastic, 34" wide. The waistband is to be set on and stitched below the lower edge through the outer fabric and the waistband curtain. The Comfort Cool Flex® band allows stretch of 2" – 4" depending on the size of the trouser. The trousers are to be made with a continuous closed waistband having center back outlet for tailoring.

INSIDE TRIM

The right fly shall be the same fabric and color as the waistband curtain. The right fly lining shall be sewn to the left fly below the zipper.

BELT LOOPS

There shall be a minimum of five (5 belt loops on waist sizes 12 and down, and a minimum of seven (7) on all sizes over 14. Each loop is to be 3/4" wide, interlined, of double thickness, and stitched on the face side with a two needle machine. All loops will be sewn into the bottom of the waistband and into the rocap except for the center back look, which shall be tacked on. They shall accommodate a 1-5/8" belt.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

ZIPPER

The trousers shall be closed with a YKK brass zipper which has a brass bottom stop at the base of the zipper chain and a brass ratcheting cam lock slider. The inside left fly will be reinforced with Pellon under the zipper stitching. A straight bar tack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bar tack located below the bottom zipper stop on the inside of the trouser.

SEAMING

The entire trouser is to be seamed with polyester core thread. The seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trouser are to be serged. The inseam and outseam shall be sewn with a 401 chain stitch and seam busted open as traditional tailoring method allowing pants to drape smoothly with no puckers or pulls.

LABELING

Trousers shall be labeled with the following information: style number, size, fiber content, care instructions, and country of origin.

FINISHING AND PRESSING

All loose threads shall be removed. Trousers must be pressed completely and properly with the side seam, inseam, and seat seam pressed open.

WARRANTY

One year against workmanship or fabric defects

PIPING

Pant will have tan inlaid stripe from the bottom of the pocket.

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SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Men's Multi Pocket Special Op Trouser

FABRIC

70% Cotton / 30% Polyester, Ottoman weave, 270 grams per square meter (8.0 oz / sq. yd). The fabric is vat dyed giving superior color retention. The fabric also offers wrinkle resistance, water repellency and soil repellency. The fabric's design given an overall appearance that is technical and professional.

Color: Silver Tan

PERFORMANCE FEATURES

Yarn Size:	TC 21 singles X CM 10 singles	
Yarn Count (Warp X Weft):	110 X 60	ASTM D3775
Tensile Strength Warp X Weft)	150 X 100	ASTM D5034
Tear Strength (Warp X Weft):	7.5 X 7.5	ASTM D1424
Fabric Smoothness:	3.5	AATCC 124
Abrasion Resistance (Warp X Weft):	2000 X 2000	ASTM D3885
Shrinkage (Warp X Weft):	2.5% X 2.5% (10 HW's)	AATCC 135
Pilling:	3.5	ASTM D3512
Wrinkle Recovery:	4.0	AATCC 128
Color Retention:	4.0 (up to 25HW's)	AATCC 128
Colorfastness to Crocking (W x D):	2.5 X 3.5	AATCC 155
Water Repellency (spray test):	80	AATCC 3
Oily Stain Release:	3.5	
,	3.5	AATCC 130

DESIGN

The design of this multi-pocket special ops pant is the direct result of field research, focus groups and feedback from law enforcement professionals around the nation. The pant includes such features as: a relaxed fit, double entry quarter top pockets with zippered security, cut in back hip pockets with hook and loop closing flaps, quad-entry side cargo pockets, left leg concealed calf pocket, reinforced seat and knee panels, minimal side elastic for added functionality, double needle stitching throughout and bartacks at all stress points.

SEAT

The seat is reinforced with an extra layer of fabric, extending from side to side, and the waistband to approximately 2" below the crotch seam. The bottom edge of this panel is clean finished and double needle topstitched. The seat seam is felled for added strength.

KNEES

Each knee is reinforced with an extra layer of fabric, extending from side to side on the front leg panel. This panel is approximately 10" long, centered on the knee. The top and bottom edges of this panel are clean finished and double needle topstitched.

QUARTER TOP POCKETS

There are double-entry, quarter top pockets on each side of the pant. The outer openings measure 7" wide between bartacks. The bartacks are positioned to reinforce each pocket edge, at the waistband and intersection with the sideseam. Each pocket edge is double needle stitched. Inside pocket facings, front and back, are constructed from body fabric. There are interior security zippered pockets located behind each quarter top pocket. These zippered pocket are created by cut-in, single welts and have openings that measure 6 ½" wide. The single-welts are stitched on all four (4) sides and reinforced with bartacks on each end. The angle and zipper style of these pockets were chosen that they can easily be opened and closed with one hand. The nylon zippers are positioned so that the wear pulls up to open and down to close. The zipper pulls are easy to access because they have an extended black, gross

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

grain tab measuring 3/8" wide X 1 ¼" long. The pocketing fabric is polyester/cotton, black for dark colors (Dark Navy, Black, Brown) and cream for light colors (Silver Tan). The pocket bags are safety-stitched, turned and restitched, giving a clean finish. They measure 6" wide and 12 ¾" deep (measured from the bottom of the waistband).

BACK HIP POCKETS

There are single-welt, cut-in back pockets on each hip. The welts are stitched on all four (4) sides and reinforced with bartacks on each end. These pockets are positioned 3" below the waistband, allowing easy accessibility when objects are attached to duty belts. The pocket bags are created with two (2) rows of double needle stitching through both layers of fabric in the seat area. They measure approximately 8" wide X 7 ¼" deep. Objects in these pockets are secured with hook and loop closing flaps. The flaps have mitered corners, preventing "corner curl-up". The flaps are double needle edge-stitched. They measure 7 5/8" wide X 2 ¼" deep. The hook portion of the closure is placed on the flax and X-box stitched through all layers. The loop portion of the closure is placed on the outer pocket layer below the single welt.

CARGO POCKETS AND FLAPS

There are quad-entry cargo pockets on each pant leg. These pockets are positioned approximately 5" below the bottom of the quarter top pocket openings. Each has a 1" inverted pleat and is attached to the leg panel with double needle topstitching. The bottom corners are mitered preventing small objects from getting caught in right angled corners. Objects in these pockets are secured with hook and loop closing flaps. The flaps have mitered corners as to prevent "corner curl-up". The flaps are double needle edge-stitched. They measure 7 5/8" wide X 2 ¼" deep. The hook portion of the closure is placed on the flap and X-box stitched through all layers. The loop portion of the closure is placed on the outer pocket layer below the 1st hemmed edge.

Two layers of fabric are used to create the quad-entry cargo pockets. The two layers are pleated together. Both layers are hemmed, separately, with a 5/8" wide, double turned, single needle topstitch hem. The top layer is positioned 5/8" below the back layer, creating two (2) long, narrow pockets on to top of the regular cargo pocket. These pockets are designed to accommodate items such as cell p hones, magazine cartridges, pocket knives, mini flashlights, etc. There is a horizontal bartack located at the intersection of the inverted pleat and the top edge of the outer layer hem, sewn through all layers. There is a horizontal bartack positioned on the inverted pleat and 1 3/4" below the top edge of the back cargo pocket panel, sewn through both layers of fabric. There is also a bartack located on the inverted pleat, positioned 1" above the bottom edge of the cargo pocket, sewn through both layers of fabric. The main cargo pocket measures 7" long X 7 1/2" wide.

There are stretch mesh pockets sewn directly to each leg panel, located inside each cargo pocket. The mesh is 80% Nylon / 20% Spandex, 160 grams per square meter (4.7 oz. / sq. yd.). These pockets are designed to fit tautly against the leg panel and secure items that do not need to move around. The top edge of these pockets is double turned, single needle top-stitched, creating a casing that houses elastic. The elastic is used so the top edge of the pocket snaps back against the leg, keeping the pocket closed.

LEFT SIDE CALF POCKET

There is a concealed, zippered pocket located on the left calf, inserted into the outseam. This pocket has a 6" opening, centered over the bottom edge of the knee panel. The nylon zipper is positioned so that the wear pulls down to open and up to close. The pocket bag measures 6" long X 5" wide. The bag is positioned to the back of the leg so that objects do not beat against the shin when the pocket is used. This pocket is designed to accommodate a small back up weapon, mini flashlight, pocket knife, etc.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

WAISTBAND

The waistband is a split-top, two-piece jean style. It is reinforced with fusible interlining. Finished, it measures 1 ½" wide and is edge-stitched on the top and bottom edges. The front ends are clean finished. There is minimal side elastic, extending approximately 3" in front of an to the back of the side seam. This elastic is stitched down with 4 rows of stitching, including the top and bottom edge edge-stitching. The waistband fastens, left over right, with a 27 Ligne, antique brass "The Force" branded shank button.

BELT LOOPS

There will be a minimum of five (5) belt loops on waist sizes 30 and smaller, seven (7) belt loops on waist sizes 31 – 48, and a minimum of nine (9) on sizes 50 and larger. Each loop is constructed from double layers of body fabric and measure ¾" wide. They have four (4) rows stitching. All loops are inserted into the top of the waistband and folded under at the bottom then bartacked to the body fabric below the waistband. The finished opening, between bartack and top edge, measures a minimum of 2-1/4".

ZIPPER

The pant closes with an YKK, brass zipper which has a brass bottom stop at the base of the zipper chain and a brass self-locking cam slider. The inside left fly is faced with body fabric and reinforced with fusible interlining. Exterior double needle J-stitching is used to attach the left fly to the body fabric. The right fly is constructed from body fabric and has a French fly extension. This fly extension fastens to a corresponding 24 Ligne, 4-eye, melamine button located 1" below the waistband on the left fly facing. The right fly is reinforced with fusible interlining. A vertical exterior bartack is placed on the J-stitch, approximately ¼" above the bottom zipper stop, joining the body fabric to the fly layers. A horizontal exterior bartack is placed approximately ¼" below the intersection of the crotch seam and the zipper bottom stop, sewn through all layers.

BUTTONS

One 24 Ligne, 4-eye, melamine button. One 27 Ligne, antique brass, "The Force" branded shank button.

SEAMING

The entire trouser is to be seamed with matching polyester core thread. The seat seam is felled. All other seams, except the inseam, are safety stitched and double needle topstitched at a ¼" margin. The inseam is safety stitched.

LABELS

The "The Force®" brand label is inserted into the waistband seam on the right back hip panel, centered. The care and content label is placed under the "The Force®" woven label. This label contains the style number, country of origin, fabric content, size, vendor information and care instructions.

HANDTAGS

There is a joker ticket placed on the waistband containing "The Force®" brand information and the pant size.

PACKAGING

Pants are individually poly-bagged.

SIZES

Short – 28 to 36 Regular – 28 to 54 **Hemmed to individual sizes

FINISHING AND PRESSING

All loose threads must be removed. The trousers must be pressed completely and properly.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Reversible Jacket

Waist length jacket with zipper front, permanent HI VIZ lime-yellow lining with ANSI Class III construction with 2" 3M SCOTCHLITE reflective trim. One-piece design sleeve, adjustable cuffs, two-way pleated pockets, zippered side vents with snap tab closures. Permanent epaulets and badge holder. Removable liner. Badge holder. Reference product is Gerber's identification number 71D7/L THRILLER X JACKET. Color in Brown and ANSI lime-yellow.

FABRIC/MATERIALS

Outer Shell: Type: 100% nylon 228tu in the warp and in the filling, plain weave, treated with

TEFLON durable water and stain release agents. Thread Count: Warp 160, Filling 68 (+-10%). Weight Uncoated: 3.0 ounces/sq.yard (+-7%).

Good color fastness and crocking.

Weather proofing system: Continuous polyurethane waterproof breathable barrier on the back side

of the fabric.

Lining fabric: Viz Tech 150 denier Polyester. ANSI 107: 1999 Class III Compliant

Construction of 100% polyester, plain weave

Color: Lime Yellow

Colorfastness: Crocking 4/5

Perspiration 4/5
Washing 4/5
Xenon (light) 4/5

Dimensional Change in material < 4%
Tensile Strength 445 new

Tensile Strength 445 newtons
Tear Strength 13 newtons

Removable Insulated Liner: 2 Face ThermaGuard quilt. Color in black

Face Type: 86 pic taffeta, per lining fabric specification
Insulation: ThermaGuard Polyester quilting 100 gram weight

Backing Type: 100% nylon tricot, black Thread Count: Wales 32, Courses 28

Stitch Pattern: 6" diamond stitch or 4" railroad stitch

Interlining: White Pellon C-12

Fasteners: All fasteners shall be as follows or equivalent:

Zippers: The front zipper shall be reversible

The side zipper shall be a coil and reversible

The liner zipper shall be reversible The sleeve zipper shall a coil zipper

Reflective tape: 3M SCOTCHLITE 2" silver, heat set.

Velcro: Black, 1" hook and loop

Snaps: 24 ligne Eyelets: Brown

Elastic: 2" and 1-1/2" wide

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

DESIGN FEATURES

FRONT DESIGN: There shall be two-way lower pleated patch pockets that measure approximately 7-1/2" wide by 7-3/4" long. The pockets are to close with scalloped pocket flaps that measure 7-5/8" wide by 3-1/4" long at the center and 2-1/2" at the ends. The flaps are to close with 1" Velcro tabs set at each corner of the flap. There shall be a decorative silver S or gold S button set in the center of the flap. In the pockets there shall be 1" Velcro tabs set at each corner that will attach to the flap. There shall be a 6" side opening and will be bartacked at the stress points. The pocket lining is to be of the self-material. The pocket flaps shall be interlined. The front zipper shall be a #8 size reversible zipper and shall run from the bottom of the jacket to the top of the collar; the zipper slider shall be on the right hand side. Under the front zipper and offset on the facing shall be a zipper fly which measures 2" wide and runs the full length of the front to stop water and other liquids. There shall be a badge holder set on the upper left front, dark side.

BACK DESIGN: The back shall be a plain full cut back with an elasticized waistband that extends to the zippered side vents. The front waistbands shall have a plain section 5" from the front zippers and shirred with elastic to the zippered side vents. The waistband shall measure 2-1/4" wide.

COLLAR: The collar shall measure be a stand up that measure 4-1/4" at the points and 4-1/4" at the center. There shall be a hanger loop made out of the self-material. The collar shall be interlined.

SLEEVES: The sleeves shall be a one-piece sleeve design. On the lime-yellow side the sleeves shall have a zippered opening. The sleeve zipper shall be a coil #3 size, 7" long, one slider and shall be set 3" from the armhole. There shall be two piece cuffs of outer fabric that measure 2" wide. Half of the cuffs shall be heavy duty elastic stretched with 1-1/2" elastic and sewn with double needle. There shall be cuff tabs that measure 1-1/2" wide and taper to 1-1/4" wide, and shall be 3" long with a velcro set at the end that shall attach to the velcro set on the cuff for adjustments. A Galveston County Sheriff shoulder emblem shall be set on right and left sleeve.

SIDE VENTS: The zippered side vents are to be finished with a coil #5 size 10" long zipper with a reversible slider. There shall be a side tab made out of the self-material set to the bottom back vent, which will be elasticized with a 1" elastic. The side tab shall have a gypsy snap (male portion) and shall snap across the bottom vent of the waistband with a snap (female portion) set on the front and back of the zippered side vent. The side tab shall measure 1" by 3" long.

EPAULETS: There shall be epaulets set on the shoulders and sewn into the shoulder and sleeve seam. The epaulets shall be cross-stitched and shall have a buttonhole. The epaulets are to measure 2-3/8" at the shoulders and 2" and sewn down permanently at its point to hold it in position. There shall be a metal button set at each point. The epaulets shall be interlined.

LINING SHELL: The jacket is to be completely lined with HI VIZ lime-yellow material. There shall be front facings made out of the self-material with reversible zippers for the attachment of the removable liner. There shall be an ANSI Class III construction with 2" wide 3M SCOTCHLITE reflective tape that shall be heat set all around the waist, Stripes around the lower sleeves and Stripes around the upper sleeves. The sleeve stripes shall correspond to the body stripes of the jacket. No over the shoulder stripes. There shall be a 1" tall "SHERIFF" black imprint heat set on the left chest and a 3" tall "SHERIFF" black imprint heat set on the back above the chest level stripe.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

REMOVABLE LINER: The removable thermal liner of shall be a zip-out style full body and sleeve liner. The sleeve cuffs are to be held with two snaps. There are to be black stretch nylon wristlets at the cuffs. The body of the liner is to be held in place with reversible zippers. The liner is to be bound with black nylon binding. There shall be a knit collar set to the liner. There shall be a patch pocket set on left side. The pocket shall measure 6-1/2" wide by 6-1/2" long. There shall be a snap at the neck seam for attachment of the jacket.

LABELS: Each jacket shall have a brand label, a care label, permanent size labels and an ID label.

SILENCE OF SPECIFICATION: The apparent silence of the specification as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

MEASUREMENTS

SIZING: The manufacturer shall be capable of providing all sizes for men and women, including any special size requirements. The manufacturer shall have a company representative or authorized dealer available to assist with the fittings of the garments at no additional cost.

The following sizes have been established as a guideline for this order.

SIZE CHART

<u>SIZE</u>	FINISHED CHEST	BACK LENGTH	SLEEVE LENGTH
SMALL (36-38)	48	26	20
MEDIUM (40-42)	52	26.5	20.5
LARGE (44-46)	56	27	21
X-LARGE (48-50)	60	27.5	21.5
XX-LARGE (52-54)	64	28	22
XXX-LARGE (56-58)	68	28.5	22.5
XXXX-LARGE (60-62)	72	29	23
TOLERANCES	+-1"	+-1/2"	+-1/2"
LONG LENGTH SIZES	+-1"	+1"	+1"

EMBLEMS (To be provided by Department)

Emblems to be sewn onto each shoulder.

Large SHERIFF back patch will be sewn onto back of jacket.

Small round badge patch will be sewn over right breast pocket.

Small SHERIFF patch to be sewn over left chest pocket.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Men's Polyester/Cotton MatrixSeries™ Class B Short Sleeve Shirt — Style 1825FG

FABRIC

Style: Perfection MatrixSeriesTM Engineered Stretch Twill with Perfection X-FactorTM Fabric Technologies, featuring SwiftGaley Dauntless 1724/158 with H2 Tech Dual Action (Hydrophilic/Hydrophobic), Flex, and UltraDye Enhancements.

Color: Forest Green utilizing H2 UltraDye Technology for Enhanced Color Depth and Color Retention (Other dye

processes are unacceptable.)

Fiber Content: 65% polyester/35% combed cotton Weave: 2 x 1 Twill with Engineered Stretch

Weight: 6.25 6.5Ooz./square vard Construction: 86 warp x 52 filling Tensile Strength: 195 x 80 lbs.

Finishes: Pre-cured, Wrinkle Resistant, & H2 Tech treatments to provide superior color retention, internal hydrophilic wickability & breathability, and external hydrophobic resistance to water based liquids. (Other surface treatments are unacceptable.)

UV/ Sun Protection— UPF 40+ rating (Highest apparel rating)

Shall feature the Perfection EGC SystemTM Design for enhanced comfort and mobility. Short sleeve shirt style with convertible collar and placket front. Gusseted fit, designed to accommodate body armor, with enhanced comfort & mobility. 1-piece sleeve and EGC side gussets. Two pleated breast pockets with scalloped flaps and Velcro closures. Bartacked hidden pencil opening. Shoulder straps. Interior badge sling. Five CREASET® Super Silicone military creases. Graduated tail lengths. Optional zipper front.

COLLAR

The shirt has a convertible collar. The collar is to be die cut, measure 3 1/4" long at the points and be topstitched 3/16" from the edge. It shall be interlined with 250 denier Dacron Polyester. Permanent Mylar collar stays are set inside the collar with no stitches showing through either ply. The collar stays are set forward to accommodate collar insignia.

FRONT

The left front is to have a self fabric center pleat 1 1/2" wide with 2 rows of stitching 1" apart and 7 buttonholes. It shall be interlined with 250 denier Dacron Polyester. The top buttonhole is horizontal and 5/8" below the neck seam. The remaining buttonholes are vertical, with 2 1/2" spacing between the first and second and 3 1/2" spacing between the remainder. Melamine buttons (to include a spare) are stitched to the right front. Each front is to have an approximate 3" turn back. One military crease in each front incorporates a permanent CREASET® Super Silicone crease that continues through the pocket and pocket flap.

SHOULDER STRAPS

Shoulder straps are to be die cut and interlined with 250 denier Dacron Polyester. Shoulder strap is topstitched 1/4" from the edge and has a buttonhole. To be sewn into sleeve head seam and measure 2 1/8" wide, tapering to 1 5/8" at the pointed end. Shoulder strap to be set approximately 1/2" from the neck seam, with the lower edge 1/2" below the shoulder joining seam. It shall be X-stitched to shoulder, 2" from sleeve seam, and shall fasten to the shoulder with a melamine button.

BADGE REINFORCEMENT

2-ply inside sling approximately 1" wide, extending from shoulder joining seam into pocket of left front. To have two small uncut horizontal buttonholes 1 1/2" above the pocket flap, spaced 1 5/16" apart and centered on the sling.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

POCKETS

Two patch pockets with 1 3/8" stitched box pleats and mitered corners. The pockets are to be die cut and finish 5 1/2" wide and 6" long. Left pocket to have a sewn through pencil stall 1 1/2" wide. Velcro® hook fasteners 3/4" wide and 3/4" long are stitched on the upper corners to secure the Velcro® loop fasteners on the flaps.

POCKET FLAPS

To be die cut, and scalloped, finishing 5 3/4" in width, 2 1/2" in length at the center and 2 1/8" at each side. Flaps are interlined with 250 denier Dacron Polyester, topstitched 1/4" from edges and have one centered uncut buttonhole with button. Flaps to be set with a 1/4" space between pocket and flap. The left flap to have a hidden pencil opening 1 3/8" in width, bartacked at each end. Velcro® loop fasteners 3/4" wide and 3/4" long are stitched on the underside of the flaps to secure the Velcro® hook fasteners on the pockets.

SLEEVES

The sleeves have 1" hems. A size 16 finishes 10" long from the shoulder seam.

SIDE GUSSETS

Perfection EGC SystemTM incorporates side gussets for enhanced comfort and mobility. The gusset is a 1-piece self fabric piece that extends from the sleeve opening to the shirt hem. The graduated gusset measures 4" at each end and widens in the armhole area. The EGC Gusset is set with double needle stitching for enhanced performance.

BACK

Two piece yoke shall measure approximately 3" at center back and 3 1/4" at the ends. 1/16" topstitch on lower edge. The three military creases in the back of the shirt must incorporate permanent Super Silicone creases, utilizing the CREASET® System.

BUTTONS

To be a 20-ligne melamine button to match the fabric color.

STITCHING

The entire shirt is to be stitched with 100% polyester core 100% polyester wrap thread. All visible stitching must be 10-12 stitches per inch. Sleeve setting shall be done with an over edge and safety stitch. The gusset is set with double needle stitching. The outer edges of the collar are topstitched 3/16". The center front pleat has 2 rows of stitching 1" apart. The shoulder straps and pocket flaps are topstitched 1/4" from the edges. There is a second row of topstitching 1/4" from the flap setting stitches. The lower edge of the yoke is topstitched 1/16".

MILITARY CREASES

One military crease in each front must incorporate a permanent modified "Super Silicone" crease produced by the CREASET® System, that is specially formulated for fabrics with high technology treatments, and continuing through the pocket and pocket flap. There are three military creases in the back of the shirt with CREASET® permanent silicone creases.

CONSTRUCTION

The collar, pocket flaps and shoulder straps are made by the conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

SHIRT LABELING

The shirt shall be labeled with the following information: style number, size, fiber content, care instructions, RN number and country of origin

SIZES

Shirts are available in alpha sizes.

EMBROIDERY

Shirts to have Galveston County Sheriff's Office logo embroidered over left chest.

NAME PATCHES

Shirts to have name strip sewn above right pocket with individual's name

EMBLEMS

Shirts to have Galveston County Sheriff's Office shoulder patches sewn on each shoulder (supplied by department).

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BID #: B122022 OPEN: 05/08/2012

10:00 AM

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

REVERSIBLE RAINCOAT **COLOR: Black and Florescent Yellow**

GENERAL REQUIREMENTS

- 1. Failure to complete the compliance questions following each section below will result in automatic rejection of such bids as non-responsive.
- All garment details not specifically described herein, tailoring, styling, construction, materials, and components must match the standard reference sample.
- Pre-bid samples required at the time of the bid opening.
- Samples may be subjected to laboratory testing at the discretion of the contracting officer. Bidders are responsible for all testing costs of their sample garments.
- Bidders must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within 10 days for agency approval.
- Garments will have a warranty covering (at minimum) defects in materials and workmanship for three (3) years.
- Garments must meet ANSI/ISEA 107-2004 class II requirements.
- 8. Garments must be manufactured to ISO 9001 quality assurance standard. (AGO900)

SHELL FABRIC

- 9. 100% Polyester Oxford 300Dx300D PU visible coating 2000mm waterproofness 3000gm MVP; shall resist oil, discoloration and be odor free. (Color: see specified garment color)
- 10. 100% Nylon Oxford 200Dx200D PU clear coating 2000mm waterproofness 3000gm MVP; shall resist oil, discoloration and be odor free. (Color: see specified garment color)

TRIM

- 11. Eyelets: 3L matt. (Color: black)
- 12. Hook and loop: woven nylon base. (Color: black)
- 13. Plastic fastener: 100mm translucent plastic pin.
- 14. Reflective trim: 2 inch wide, 3M Scotchlite ^{1M} silver reflective fabric on 2.5 inch wide black ribbon.
- 15. Seam tape: waterproof seam-sealing tape, 1.0 inch in width compatible with the coating compound.
- 16. Snaps: non rusting reversible and regular, 24 ligne, gun metal finish nickel on brass, heavy duty closure, black nylon cap.
- 17. Front zipper: vision, two way, 29 inches. (Size L/Reg, Color: black)

DESIGN AND CONSTRUCTION

- 18. B.Dry waterproof, windproof, breathable raincoat.
- 19. ANSI/ISEA 107 Class II certified.
- 20. Adjustable cuffs with hook and loop closure.
- 21. Double storm fly front with reversible delrin zipper.
- 22. Hi-contrast ScotchliteTM reflective trim around chest, sleeves and cuffs.
- 23. One-piece collar and sleeves.
- 24. Quick dry taffeta pockets.
- 25. Raglan drop shoulder for unrestricted movement.
- 26. Reversible hook and loop sleeve adjustment.
- 27. Reversible to high-visibility color.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

- 28. Sport collar zips to top.
- 29. Two 10-inch welt style cut through pockets for access to equipment.
- 30. Badge tabs on both sides.
- 31. Microphone tabs on left front and right front of both dark and hi-vis sides.

CUSTOMIZATION (OPTIONAL)

- 32. Snap-off hood
- 33. Optional upgrade to ANSI Class III with 2" reflective stripe added above hem
- 34. Stock or custom graphics (SHERRIFF on back of both sides in Scotchlite)
- 35. Name tab

STANDARD SIZE RANGE

36. Unisex:

a. Regular: XS - 3XL Tall: M-3XL

MEASUREMENTS

37. Unisex: Regular length, Size: Large

a. Chest: 56 (plus or minus 0.75 Inches)
b. Sweep: 56.25 (plus or minus 0.75 inches)
c. Back Length 48 (plus or minus 0.75 inches)
d. Sleeve Inseam 18.5 (plus or minus 0.5 inches)

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SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

BREAK-AWAY HIGH VISIBILITY SAFETY VEST COLOR: FLUORESCENT YELLOW

GENERAL REQUIREMENTS

- 1. Failure to complete the compliance questions following each section below will result in automatic rejection of such bids as non-responsive.
- 2. All garment details not specifically described herein, tailoring, styling, construction, materials, and components must match the standard reference sample.
- 3. Pre-bid samples required at the time of the bid opening.
- 4. Samples may be subjected to laboratory testing at the discretion of the contracting officer. Bidders are responsible for all testing costs of their sample garments.
- 5. Bidders must enclose evidence (dated manufacturers catalogs or similar) that this item is currently a commercial in-stock style. The successful bidder will provide a full size run of try-on garments within 10 days for agency approval.
- 6. Garments will have a warranty covering (at minimum) defects in materials and workmanship for one (1) year.
- 7. Garment must be ANSI/ISEA 107-2004 Class I third party certified.
- 8. Garments must be manufactured to ISO 9001 quality assurance standard. (AGO1 19)

SHELL FABRIC

9. 3.7 oz. per square yard, 100% Polyester heavy denier tricot. (Color: see specified garment color)

TRIM

- 10. Binding: 100% nylon plain weave taffeta (Color: black)
 100% polyester plain weave taffeta (Color: fluorescent yellow)
- 11. Hook and loop: woven nylon base. (Color: fluorescent yellow)
- 12. Eyelets: aluminum, black enamel finish
- 13. Ribbon: 2.25-inches grosgrain. (Color: black)
- 14. Reflective trim: 2.0 inch wide, 3M Scotchlite silver reflective fabric.

DESIGN AND CONSTRUCTION

- 15. Full cut vest.
- 16. High contrast Scotchlite striping.
- 17. Pen/ penlight openings.
- 18. Microphone tabs on each shoulder.
- 19. Fully adjustable waist.
- 20. "Break Away" shoulder and side access.

CUSTOMIZATION (OPTIONAL)

- 21. Lettering. SHERRIFF on back of both sides in Scotchlite
- 22. Badge tab.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

STANDARD SIZE RANGE

23.Unisex sizing:

Regular: SM-M

L - XL 2XL - 3XL

MEASUREMENTS

24. Regular Length: Size: L-XL

a. Across Chest: 18.5
b. Center Front Length: 13.625
c. Across Back: 19.5
d. Center Back Length: 21.38

^{*}The remainder of this page intentionally left blank*

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

B-SERIES BALLISTIC SYSTEMS LEVEL II MALE BII

Level II – BII weight is .87 (+/-5%) pounds per square foot. Thickness is .23 inches.

Protection Level Specifications

Threat 1 - Low Caliber

Model / Test ID #	Cert Size (C1-C5)	New 9mm v5 (fps / m		Condit 9mm v (fps / r	50	New 9mm B (mm/i		Cond 9mm (mm		Certification Date	BERRY (Yes / No)
BII	C2	17711	522	1663	505	29	1.14	31	1.22		
DII	C5	1711	522	1663	507	27	1.06	28	1.10	7/10/2009	Y

Threat 2 – Heavy Caliber

Model / Test ID #	Cert Size (C1-C5)	New 9mm v5 (fps / m		Condit 9mm v (fps / r	50	New 9mm B (mm/i		Cond 9mm (mm		Certification Date	BERRY (Yes / No)
BII	C2	1(02	516	1.000	400	31	1.22	33	1.30		
DII	C5	1693	516	1608	490	32	1.26	35	1.38	7/10/2009	Y

Special Threats Testing (v50fps)

Model	9mm 127gr SXT	357 Sig 125gr GDHP	9mm 124gr GDHP	5.7x28 SS197 VO	2gr RCC	4gr RCC	16gr RCC	17gr RCC	64gr RCC
BII	1685	1742	1711	Passed	2670	2438 (a,b)	2058(a)	1949(a)	1486

⁽a) = Meets Military OTV Performance Requirements (at 0° dry only), (b) = Meets DEA Performance Requirements.

⁽b) = Meets DEA Performance Requirements.

SPECIAL PROVISIONS SHERIFF DEPARTMENT UNIFORMS GALVESTON COUNTY, TEXAS

Ballistic Panel Materials

All materials shall be new, unused and without flaws that affect appearance, durability and function. The ballistic panels shall be constructed of a matrix of Aramid fabric and Polyethylene UD. No other ballistic material shall be used.

As the department has selected these materials, any bids, which represent products manufactured from other materials, shall be rejected. Accordingly, all bidders shall include a letter from the manufacturer stating that the products being submitted for consideration are manufactured from 100% first quality ballistic materials.

The Panels are enclosed in a Rip Stop cover. Refer to the Rip Stop specifications.

Panel Construction

All submitted vests have uniform layer count throughout the entire ballistic panel; if not, the vest shall be rejected.

SHERIFF DEPARTMENT UNIFORMS

BID #: B122022 OPEN: 05/08/2012 10:00 AM

ENT UNIFORMS

GALVESTON COUNTY, TEXAS

Item No.	Item No. Product Code Description	Description	Quantity	Units Ca	Catalog #	Unit Price	Extended Price
0001	98386	MEN'S SHORT SLEEVE SHIRT WITH PATCHES	200	EA		s	89
0005	98386	MEN'S SHORT SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA		9	8
0003	98386	WOMEN'S SHORT SLEEVE SHIRT WITH PATCHES	200	EA		8	€
0004	98386	WOMEN'S SHORT SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA		e9	\$
9000	98386	MEN'S LONG SLEEVE SHIRT WITH PATCHES	200	EA	\$		\$
9000	98386	MEN'S LONG SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA	⊗		8
0007	98386	WOMEN'S LONG SLEEVE SHIRT WITH PATCHES	200	EA	₩		8

SHERIFF DEPARTMENT UNIFORMS

BID #: B122022 OPEN: 05/08/2012 10:00 AM

GALVESTON COUNTY, TEXAS

Item No.	Item No. Product Code Description	Description	Quantity	Units Ca	Catalog #	Unit Price	Extended Price
8000	98386	WOMEN'S LONG SLEEVE SHIRT WITH PATCHES ADD FOR X SIZE	200	EA	₩		₩
6000	98386	MEN'S TROUSERS - TRADITIONAL STYLE WITH HEM	200	EA	\$		S
0010	98386	MEN'S TROUSERS - TRADITIONAL STYLE WITH HEM - ADD FOR X SIZE	200	EA	\$		9
0011	98386	WOMEN'S FUNCTION FIT TROUSERS WITH HEM	200	EA	\$		8
0012	98386	WOMEN'S FUNCTION FIT TROUSERS WITH HEM ADD FOR X SIZE	200	EA	8		4
0013	98386	MEN'S MULTI POCKET SPECIAL OP TROUSERS WITH HEM	200	EA	8		₩
0014	98386	MEN'S MULTI POCKET SPECIAL OP TROUSERS WITH HEM - ADD FOR X SIZE	200	EA	8		

SHERIFF DEPARTMENT UNIFORMS

BID #: B122022 OPEN: 05/08/2012 10:00 AM

GALVESTON COUNTY, TEXAS

Item No.	Item No. Product Code Description	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0015	98386	REVERSIBLE JACKET WITH PATCHES	50	EA		\$	8
0016	98386	REVERSIBLE JACKET WITH PATCHES ADD FOR X SIZE	10	EA		8	8
0017	98386	ALTERATIONS FOR REUTILIZED UNIFORMS LENGTHEN PANTS	1	EA		8	8
0018	98386	ALTERATIONS FOR REUTILIZED UNIFORMS CHANGE WAIST SIZE	П	EA		8	8
0019	98386	ALTERATIONS FOR REUTILIZED UNIFORMS SHIRT TAPER	П	EA		8	8
0020	98386	MEN'S SHORT SLEEVE SHIRT - CLASS B CORRECTIONAL WITH PATCHES	200	EA		8	8
0021	98386	MEN'S SHORT SLEEVE SHIRT - CLASS B CORRECTIONAL WITH PATCHES ADD FOR X SIZE	200	EA		8	9

SHERIFF DEPARTMENT UNIFORMS

BID #: B122022 OPEN: 05/08/2012 10:00 AM

GALVESTON COUNTY, TEXAS

Item No). Product Co	Item No. Product Code Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0022	98386	REVERSIBLE RAINCOAT	50	EA		8	s
0023	98386	REVERSIBLE RAINCOAT ADD FOR X SIZE	50	EA		8	8
0024	98386	BREAK AWAY HIGH VISIBILITY SAFETY VEST	50	EA		8	8
0025	98386	BREAK AWAY HIGH VISIBILITY SAFETY VEST ADD FOR X SIZE	50	EA		8	8
0026	98386	B-SERIES BALLISTIC SYSTEMS LEVEL II MALE BII	20	EA		8	φ.
0027	98386	B-SERIES BALLISTIC SYSTEMS LEVEL II MALE B11 ADD FOR X SIZE	20	EA		\$	\$
				Ext	Extended Price Total of all Iten	l of all Iten	

BID SHEET SHERIFF DEPARTMENT UNIFORMS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following:

LINE ITEM TO	OTAI \$
OPTIONS TO R	ENEV 2 Extensions/1 Year Options
WITNESS	COMPANY NAME
DATE	AUTHORIZED REPRESENTATIVE'S SIGNATURE
	PRINTED NAME
	TITLE
CORRESPONDENCE ADDRESS	
CORRESPONDENCE ADDRESS	REMIT ADDRESS
CITY, STATE ZIP CODE	CITY, STATE ZIP CODE
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)	TELEPHONE NUMBER
	FAX NUMBER
ADDENDUM'S RECEIVED #1#2#3	



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number	: <u>CM12131</u>
Invitation to Bid N	Sumber: B122022 Sheriff Department Uniforms
Term of Contract:	One (1) year with two (2) one (1) year extensions
Initial term (Servi sign and terminating	ces): Beginning date of execution of this Contract by latest signatory to
shall complete the	ion (Construction or other time specific contract): The Contracto work within N/A Calendar Days of the issuance of the notice to set forth for completion of the work is an essential element of the job.
Renewal Options:	(if applicable):
Year One: Year Two: Year Three:	Yes (X) No () Yes (X) No () Yes () No (X)
Year Four:	Yes () No (X)
Contractor:	
Awarded as to add	lendum(s) (if applicable):
Addendum No. 2:	() yes () no () n.a. () yes () no () n.a. () yes () no () n.a.
Payment Bond Re	equired: () yes (X)no
Performance Bon	d Required: () yes (X) no

Notice to be Given to:

Galveston County:	
County Purchasing Agent Galveston County 722 Moody Fifth (5 th) Floor Galveston, Texas 77550	
Contractor:	
	_

County and Contractor agree as follows:

- 1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
- 2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.
- 3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.
- 4. Independent Contractor: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

- 5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.
- 6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.
- 7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.
- 8. Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.
- 10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.
- 11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- 12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.
- 13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.
- 14. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.
- 15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.
- 16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.
- 18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.
- 19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.
- 20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

- 21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.
- 22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the	day of		, 2012.
Contractor:			
By:	_	Date:	
Galveston County			
By:		Date:	
Mark A. Henry, County Judge	-		
Attest:			
Dwight Sullivan, County Clerk			



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number	: <u>CM12131</u>
Invitation to Bid N	Number: B122022 Sheriff Department Uniforms
Term of Contract:	One (1) year with two (2) one (1) year extensions
Initial term (Servi sign and terminatin	ices): Beginning date of execution of this Contract by latest signatory to
shall complete the	ion (Construction or other time specific contract): The Contractor work within N/A Calendar Days of the issuance of the notice to set forth for completion of the work is an essential element of the job.
Renewal Options:	(if applicable):
Year One:	Yes (X) No ()
Year Two:	Yes (X) No ()
Year Three:	Yes () No (X)
Year Four:	Yes () No (X)
Contractor:	
Awarded as to add	lendum(s) (if applicable):
Addendum No. 1:	() yes () no () n.a.
Addendum No. 2:	() yes () no () n.a.
	() yes () no () n.a.
Payment Bond Re	equired: () yes (X)no
Performance Bone	d Required: () yes (X) no

Notice to be Given to:

Galveston County:
County Purchasing Agent Galveston County 722 Moody Fifth (5 th) Floor Galveston, Texas 77550
Contractor:

County and Contractor agree as follows:

- 1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
- 2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.
- 3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.
- 4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

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- 8. Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.
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- 11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

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- 15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.
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- 18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.
- 19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.
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Executed on this the	day of		, 2012.
Contractor:			
By:	_	Date:	
Galveston County			
By:		Date:	
Mark A. Henry, County Judge	-		
Attest:			
Dwight Sullivan, County Clerk			



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

Contract Number	CM12131	
Invitation to Bid N	umber: B122022 Sheriff Department Uniforms	
Term of Contract	One (1) year with two (2) one (1) year extensions	
	ces): Beginning date of execution of this Contract by latest signatory	to
shall complete the	on (Construction or other time specific contract): The Contract work within N/A Calendar Days of the issuance of the notice set forth for completion of the work is an essential element of the job.	
Renewal Options:	(if applicable):	
Year One:	Yes (X) No ()	
Year Two:	Yes (X) No ()	
	Yes () No (X)	
Year Four:	Yes () No (X)	
Contractor:		
Awarded as to add	endum(s) (if applicable):	
Addendum No. 1:) yes () no () n.a.	
) yes () no () n.a.	
Addendum No. 3:) yes () no () n.a.	
Payment Bond Ro	quired: () yes (X)no	
Performance Bon	Required: () yes (X) no	

Notice to be Given to:

Galveston County:	
County Purchasing Agent Galveston County 722 Moody Fifth (5 th) Floor	
Galveston, Texas 77550 Contractor:	

County and Contractor agree as follows:

- 1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
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- 3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.
- 4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

- 5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.
- 6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.
- 7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.
- 8. Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.
- 10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.
- 11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- 12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.
- 13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.
- 14. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.
- 15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.
- 16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.
- 18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.
- 19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.
- 20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

- 21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.
- 22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

Executed on this the	day of	, 2012.
Contractor:		
By:	_	Date:
Galveston County		
By:		Date:
Mark A. Henry, County Judge	-	
Attest:		
Dwight Sullivan, County Clerk	····	