

This AGREEMENT ("Agreement") is entered by and between **Cop Stop** ("Contractor"), located at **6831 Broadway St. Pearland, TX 77851** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

#### Terms:

- 1. Scope of Services: Contractor will perform the services and/or provide the products as set forth in <u>Exhibit A</u>, which is attached and incorporated herein, and which can be generally described as <u>Uniforms</u> and <u>Accessories for the League City Volunteer Fire Department</u>. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.
- 2. Term and Termination: This Agreement shall commence on October 1, 2019 and shall expire on October 31, 2020 The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in Exhibit A, for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- 3. Compensation: Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed \$70,000.00 during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.
- 4. Insurance: Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

- 5. Liquidated Damages: Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
- 6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
- 7. Intellectual Property: This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.
- 8. Confidentiality: During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
- 9. Warranties and Representations: Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

- 10. Licenses/Certifications: Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
- 11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
- 12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.
- 13. **INDEMNIFICATION**: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND CLAIMS, ACTIONS, AGAINST ALL SUITS, DEMANDS. PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.
- 14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
- 15. **Notices:** Any notice given under this Agreement by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
- 16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

- 17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
- 19. Alternative Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
- 20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
- 21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
- 22. Payment of Debt/Delinquency to State: Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
- 23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
- 25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
- 26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

- 27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
- 28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
- 29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
- 30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
- 31. **Prohibition on Boycotting Israel:** Pursuant to Section 2270.002 of the Texas Government Code, by executing this Agreement Contractor verifies that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement.
- 32. **Prohibition Against Business with Iran, Sudan or Foreign Terrorists Organizations:** Contractor warrants, covenants, and represents that Contractor is not engaged in business with Iran, Sudan, or any company identified on the list referenced in Section 2252.152 of the Texas Government Code.

(signature block on next page)

Executed on this day of	_, (date to be filled in by City Secretary)
COP STOP - "Contractor"	
Rick Fernandez, President/CEO	
CITY OF LEAGUE CITY - "City"	
John Baumgartner, City Manager	
Attest:	
Diana Stapp, City Secretary	
Approved as to Form:	
Office of the City Attorney	

## Exhibit A

### Scope of Services/Description of Products/Payment Schedule

(There are 11 pages for Exhibit A, including this page)

See Next Page



#### SECTION I – SCOPE OF WORK

#### 1.0 SCOPE OF SERVICES

The City of League City is accepting bids from responsible and qualified vendors to provide fire department uniforms and accessories for the City of League City Fire Department according to these specifications.

Contractors shall be sure to include all charges, including freight, handling, delivery and any other fees in their line item pricing. No additional fees will be allowed. City of League City is tax exempt. Pricing shall remain good for a minimum of ninety (90) days after bid opening.

#### 2.0 REQUIREMENTS

- 2.1 Vendor shall maintain a staffed office for the processing of specific job-related information during normal working hours, 8:00 a.m. to 5:00 p.m., five (5) days a week.
- 2.2 All materials shall be provided at Contractor's expense, unless otherwise stated within specifications.
- 2.3 City may, at any time, request a meeting to discuss performance, service, product, etc.
- 2.4 Contractor shall not subcontract any tasks associated with this contract without prior written consent of the City.
- 2.5 The bidder shall have a typical retail "store front" open to the general public within a 30-mile radius of 555 W. Walker, League City, Texas 77573.
- 2.6 If outside the designated geographic radius, vendor agrees to provide a minimum frequency of once weekly visits by a service technician to the League City facilities for required measurements, etc.

#### 3.0 NEW MERCHANDISE

All garments furnished as a result of this bid must be new. The City will neither purchase nor accept bids or shipments of goods classified as seconds, irregulars or any other designation other than new.

#### 4.0 STOCK SIZES AND GARMENTS

It is the intention of the City to contract for the purchase of a manufacturer's stock garments provided in standard sizes. The definition of a stock size for this contract will be those sizes that are cataloged and priced by the manufacturer as readily available with delivery from stock. The City will agree to pay a normal industry standard additional charge for oversize garments.



#### 5.0 GUARANTEE OF CONTINUITY AND AVAILABILITY OF GARMENTS

Unless a given fabric is discontinued by the mill, all garments are specified by the Contractor in his bid shall be available to the City during the duration of this contract. All production including fabric, color shade, trimmings and construction shall equal or exceed the standards set forth in these specifications and must match the style, color and quality of the initial order as accepted by the specifications and will not be changed without prior approval of the City.

#### 6.0 ORDERING

During the contract term, orders will be placed on an as needed, as required basis. Contractor agrees to fill any quantity ordered by the City, with no minimum order requirements. Please note that it is the intent of the City to consolidate needs into a single order whenever possible/feasible for the Fire Department.

#### 7.0 <u>DELIVERY</u>

The City of League City Fire Department requires all stock uniform orders to be delivered no later than fourteen (14) calendar days after receipt of purchase order.

#### 8.0 NAME BRANDS

Specifications reference name brands and model numbers. It is not the intent of the City of League City to restrict bidding in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal construction and performance, with the burden of proof of such equivalence resting with bidders. The City of League City shall act as sole judge in determining equality and acceptability of products offered.

Bidders desiring to bid a substitute item should make a request no later than one (1) week prior to bid opening for a product equivalence. Requests should be submitted by email to Gwynetheia V. Pope, Purchasing Supervisor at <a href="mailto:purchasing@leaguecitytx.gov">purchasing@leaguecitytx.gov</a>.

#### 9.0 APPROVED EQUALS

Specifications regarding the materials and construction of the uniform articles described herein have been written in the best interest of the City of League City Fire Department. This is to ensure that both quality and workmanship in all uniforms supplied by bidders will be consistent. However, a bidder may offer another uniform article for consideration as "equal" only if, prior to the bid opening, approval of said alternate is approved by the City of League City. Requests for approved equals should be made in writing to Gwynetheia V. Pope, Purchasing Supervisor, at purchasing@leaguecitytx.gov no later than 10:00 a.m. on Wednesday, October 2, 2019. Bidders requesting to submit a pre-approved equal item may be required to provide the following, to include but not be limited to, performance specifications of garment, samples of garment, etc. If a bidder fails to name a substitute, he will be required to furnish the bid items as identified in specifications and/or bid sheet.



#### 10.0 SUBSTITUTION OF MATERIAL

The City of League City will permit substitution of fabric in the event of a mill strike, disaster and act of God or other circumstance that causes disablement of the mill. In this event, prior written authority will be obtained from the City of League City, it being agreed that the City shall be the sole judge of the proposed substitution being comparable.

#### 11.0 REJECTIONS

Any article that fails to meet specifications as material, workmanship or proper fit is subject to rejection and can be cause for termination of contract. Special attention will be paid to uniform garments in regard to neatness and straightness of seams and stitching. Any garment that contains broke, crooked or loose stitching will not be acceptable. Any item that fails to meet specifications will be returned to the supplier at their expense.

#### 12.0 MEASUREMENTS AND FIT

- 12.1 An authorized official representative shall visit the location where uniforms shall be required, to gain a precise uniform measurement of each individual employee. The City and the successful bidder, for the accomplishment of this task, shall prearrange a set time frame for measurements. When garments are ordered for specific persons named in the order, the supplier shall be responsible to ensure that rack size garments provided are appropriately sized to correctly fit the individual but shall not be considered as made to measure or custom tailored. Made to measure or custom tailoring required will be specified at time of order and bidders must state any extra charges for this service at time of bid.
- 12.2 Newly hired employees shall be fitted for uniforms on an as needed basis. Delivery of uniforms for newly hired employees shall be made within a fourteen (14) day period. In the event uniforms are not delivered within the time stated, the City reserves the right to obtain a ten (10) percent discount.
- 12.3 Contractor shall attach all Department patches and badge holders on the uniform shirts and include cost of sewing in uniform price. Patches will be provided to Contractor by the Fire Department.
- 12.4 Both male and female employees shall be measured and fitted as required. All clothing shall be guaranteed to properly fit. The successful bidder on all garments shall assume the following:
  - Full responsibility for material, workmanship and uniformity of the product as well as the correct fitting of each garment; and in the event of error, the vendor shall immediately replace any or all garments at no cost to the City of League City.
  - ii. Full responsibility for:
  - iii. Measurement, sizing and properly fitting uniforms to personnel.



- iv. Uniformity of color.
- v. Quality of materials.
- vi. Tailoring, alterations and other specifications herein at no additional cost.
- vii. Proper attachments of all patches and insignia provided by the Fire Department.
- 12.5 Each employee's garments shall be packaged with employee's name on each package.
- 12.6 Bid prices shall be per unit with an extended total. Should a conflict arise between the unit price and the total, the unit price shall govern.
- 12.7 All mathematical calculations will be verified. If discrepancies are found, the City's calculation shall be considered accurate.



# BID COVER SHEET Due Date: Tuesday October 8, 2019 10:00 am

Section	Description	Est. Qty.	Unit Price	Extended Price
1	Class A Uniforms:			
3.1	1A — Dress Coat with added badge holder and patches — Flying Cross #17B8696C, Size 38-50	25	439.50 \$	10,987.50 \$
	1B - Dress Coat with added badge holder and patches — Flying Cross #17B8696C, Size 52-54	25	478.50 \$	11,962.50
	1C - Dress Coat with added badge holder and patches - Flying Cross #17B8696C, Size 56-58	1	522.00 \$	522.00 \$
Archia III	1D - Dress Pants, Flying Cross #28P8696, Size 30-42	25	164.50 \$	4,112.50
	1E – Dress Pants, Flying Cross #28P8696, Size 44-50	25	\$177.75	\$4,443.75
,,	1F - Dress Pants, Flying Cross #28P8696, Size 52-54	25	\$193.75	\$4,843.75
	1G - Long Sleeve Shirt, Poly Cotton, Flying Cross #35W5400, Size 14-18.5	25	\$44.00	\$1,100.00
	1H - Long Sleeve Shirt, Poly Cotton, Flying Cross #35W5400, Size 19+	5	\$44.00	\$220.00
	1I - Dress Shoes, Original SWAT #118001, All Sizes	50	\$84.00	\$4,200.00
	1j - Belt, Dutyman #1211, Size 30-42	25	\$31.00	\$775.00
11.30	1K — Belt, Dutyman #1211, Size 44-48	25	\$37.00	\$925.00
	1L — Belt, Dutyman #1211, Size 50-54	25	\$ 39.00	\$975.00
	1M – Tie, Samuel Broome #90010	20	\$7.50	\$150.00
	1N – Tie, Samuel Broome #90043	20	\$7.50	\$150.00
	10 – Tie, Samuel Broome #90063	20	\$7.50	\$150.00
	1P – Midway Convertible Bell Crown Cap: Colors Offered – Navy & White Bayly Hat bid	100	\$ 95.00	\$ 9,500.00
	TOTAL SECTION 1			\$55,017.00



Section	Description	Est. Qty.	Unit Price	Extended Price
2	Class B Uniforms:			
	<b>2A</b> – Short Sleeve Shirt, Taclite PDU 65/35, 5.11 #71167 Sizes 3XL+ @ \$64.00	25	\$59.00	\$1,475.00
	2A-ALT - Short Sleeve Shirt, Flying Cross Men's Poly Cotton Sizes 19/19.5+ @ higher cost	25	\$54.00	\$1,350.00
	<b>2B</b> – Long Sleeve Shirt, Taclite PDU 65/35, 5.11 #72365 Sizes 3XL+ @ \$64.00	25	\$59.00	\$1,475.00
	2B-ALT – Long Sleeve Shirt, Flying Cross Men's Polyester Cotton Sizes 19/19.5+ @ higher cost	25	\$ 59.00	\$1,475.00
	2C - Pant, Taclite PDU 65/35, 5.11 #74370 Sizes 46+ @ \$64.00	25	\$ 59.00	\$1,475.00
	2C-ALT – Flying Cross Men's Poly Cotton with Waist Band Sizes 46+ @ higher cost (style 47400)	25	\$76.00	\$1,900.00
	2D – Belt, Dutyman, Hook Garrison, #1211  See Section 1 for larger size pricing	25	\$31.00	\$775.00
	<b>2E</b> – Boot, ATAC shield, 5.11 #12026 <b>Style# 12416 Shield 2.0</b>	25	\$ 164.00	\$4,100.00
	2E-ALT - 5.11 Tactical ATAC #2.0 8' Size Zip Duty Boot	25	\$109.00	\$2,725.00
www.person.com	2E-ALT-2- Bates 8' GX Side Zip Gortex Boot	25	\$ 169.00	\$ 4,225.00
	TOTAL SECTION 2			\$20,975.00



		Est.		Extended
Section	Description	Qty.	Unit Price	Price
3	Class C Uniforms:			
	3A - Polo, Vertx, 100% Poly Coldblack, VTX4000-NVP, to include LCFD embroidered patch on left chest, sized appropriately Sizes 2XL+ @ higher cost	25	\$49.75	\$1,243.75
	<b>3B-ALT-</b> 5.11 Polo; to include LCFD embroidered patch on left chest, sized appropriately Sizes 3XL & talls @ \$47.75	25	\$42.75	\$1,068.75
	3B - Pant, Vertx, 65/35 Ripstop, VTX8000DT Sizes 46+ @ \$64.00	25	\$ 54.00	\$1,350.00
	3B-ALT- 5.11 Taclite Pro Pants Sizes 46+ @ \$64.00	25	\$ 54.00	\$1,350.00
	3B-ALT-2-Flying Cross FX Class B Style Uniform Pant Sizes 46+ @ \$64.00	25	\$ 54.00	\$1,350.00
	3C - Pant, 65/35 Ripstop, 5.11 #74273-724 Sizes 46+ @ \$64.00	25	\$54.00	\$1,350.00
	3D – Short, Vertx, 65/35 Ripstop, VTX8030DT Sizes 46+ @ \$62.00	25	\$ 52.00	\$1,300.00
	3D- ALT – Short, 5.11 Men's Taclite Pro	25	\$49.00	\$1225.00
	3D-ALT-2 – Short, 5.11 Taclite Pro Women's Ripstop	25	\$49.00	\$1,225.00
a construction of the cons	3E – Belt, TruSpec, Nylon #4102 Style# 4084	25	\$ 24.00	\$ 600.00
	TOTAL SECTION 3			\$12,062.50



Section	Description	Est.	I Init Duine	Extended
Section	Description	Qty.	Unit Price	Price
4	Uniform Accessories:			
	4A – Name plate, Blackinton, J1 (Colors Offered: Gold			
	and Silver for different ranks)	25	\$14.75	\$368.75
	4B - Fire Department Pin, Premier, #P2509 (Colors			•
	Offered: Gold and Silver for different ranks)	25	\$9.75	\$243.75
	4C - Flag Pin, Premier, S/G, #P4207 (Colors Offered:			
	Gold and Silver for different ranks)	25	\$9.75	\$243.75
	4D – Flag Patch, Premier, #E1928	25	\$ 5.00	\$ 125.00
	4E - Class A Collar Brass, Red, Blackinton, #A6965			
	Must be ordered as pair total cost per pair is \$43.00	25	\$21.50	\$537.50
	4F - Class A Collar Brass, Red, Blackinton, #A6969			
	Must be ordered as pair total cost per pair is \$43.00	25	\$21.50	\$537.50
	4G - Class A Collar Brass, Red, Blackinton, #A6973			
		25	\$ 21.50	\$ 537.50
	Must be ordered as pair total cost per pair is \$43.00			
	4H - Class A Collar Brass, Red, Blackinton, #P-A6981			
	Must be ordered as pair total cost per pair is \$43.00	25	\$21.50	\$ 537.50
	41 – Class A Collar Brass, Red, Blackinton, #A6985			
	Must be ordered as pair total cost per pair is \$43.00	25	\$21.50	\$537.50
	4J – Class B Collar Brass, Blackinton, #J55 (Colors			
	Offered: Gold and Silver for different ranks)	25	\$9.75	\$243.75
	4K – Class B Collar Brass, Blackinton, #J54 (Colors			
	Offered: Gold and Silver for different ranks)	25	\$9.75	\$243.75
	4L - Class B Collar Brass, Blackinton, #J53 (Colors		1075	1040 77
	Offered: Gold and Silver for different ranks)	25	\$ 9.75	\$ 243.75
	4M - Class B Collar Brass, Blackinton, #P-J51 (Colors	25	40.75	6040.75
	Offered: Gold and Silver for different ranks)	25	\$9.75	\$243.75
	4N - Class B Collar Brass, Blackinton, #J50 (Colors	3.5	60.75	6242.75
	Offered: Gold and Silver for different ranks)	25	\$9.75	\$243.75
	40 – Hat Badge, Red, Blackinton, #A2815DE	25	\$ 69.75	\$1,743.75
	4P – Hat Badge, Red, Blackinton, #A1962DE		1	
		25	\$69.75	\$1,743.75
	4Q – Hat Badge, Red, Blackinton, #A2853DE			
		25	\$69.75	\$1,743.75
	4R – Hat Badge, Red, Blackinton, #P-A6197DE			
		25	\$ 69.75	\$1,743.75



Section	Description	Est. Qty.	Unit Price	Extended Price
4	4S – Hat Badge, Red, Blackinton, #A2817DE			***************************************
Cont.		25	\$ 69.75	\$1,743.75
	4T - Department Badges, Blackinton, #B1751-R (			
	Gold and Silver for various ranks)	25	\$ 149.50	\$3,737.50
	<b>4U</b> – Hat, Bayly, #07GB2D1			
		25	\$ 95.00	\$2,375.00
-	TOTAL SECTION 4			
			\$	\$19,718.75

		Est.		Extended
Section	Description	Qty.	Unit Price	Price
5	Miscellaneous Uniform Items			
MMT 10	5A – 5.11 Fleece Jacket 5.11 Job Shirt #72321, Sizes 3XL+ @ \$77.00	25	\$67.00	\$1,675.00
anni karini — makaka kadinin meni	5B-5.11 Men's Responder Parka Sizes 3XL @ \$319.50	25	\$304.50	\$761.25
	5C – Neese Lime Green 48" Raincoat w/Reflective Stripe Liberty Raincoat #586MFL, Size 2XL+ at higher cost	25	\$109.00	\$2,725.00
	5D – ANSI 3 Two Tone Reflective Rain Parka GSW #1340, Sizes increase by \$4.00 every size starting at 2XL	25	\$79.50	\$1,987.50
`	5E - ANSI 3 Two Tone Reflective Rain Pant GSW #1450, Sizes increase by \$4.00 every size starting at 2XL	25	\$ 49.00	\$ 1,225.00
	TOTAL SECTION 5			\$8,373.75

	GRAND TOTAL – All Sections	\$ 116,147.00
1		

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.



#### BIDDER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the bidder certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Bidder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Bidder guarantees product offered will meet or exceed specifications identified in this bid.

#### Bidder must initial next to each addendum received in order to verify receipt:

Addendum #1	Addendum #2	Addendum #3	
Addendum #4	Addendum #5	Addendum #6	
Bidder Must Fill in and Sign:			
NAME OF FIRM/COMPANY:	Fernandez Investme	ent Group Inc dba Cop Stop	
REPRESENTATIVE's NAME:	Rick Fernandez		
REPRESENTATIVE's TITLE:	President/ CEO		
MAILING ADDRESS:	6831 Broadway St Ste	F	
CITY, STATE, ZIP:	Pearland, TX 77581		
PHONE & FAX NUMBERS:	281-412-7358/ 844-27	0-1464	
E-MAIL ADDRESS:	info.oopstop@gmail.co	info.oopstop@gmail.com	
AUTHORIZED SIGNATURE:			
DATE:	10/03/2019		