

MEMORANDUM

**TO: Judge Robert Hebert
County Judge**

B15-006

9-2-14
#20i

**FROM: Debbie Kaminski
Assistant Purchasing Agent**

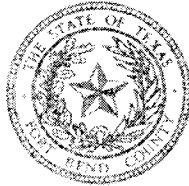
**SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on September 2, 2014. Thank you.**

DATE: October 3, 2014

**RETURN TO: Norma Weaver
Administrative Assistant
Purchasing Department
301 Jackson, Suite 201
Richmond, Texas 77469**

Lone Star Uniforms

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Law Enforcement Uniforms and Duty Gear
BID 15-006***

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Vendor Responsibilities:

- Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may **not** submit responses via email or fax.

Lone Star Uniforms, Inc.

Legal Name of Contracting Company

Paul M. Bennett

Contact Person

P.O. Box 692304 Houston, TX - 77269

Complete Mailing Address

832-237-8000

Telephone Number

832-237-8008

Fax Number

paul@lonestaruiforms.com

Email Address

[Signature]

Signature

7/25/14

Date



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

July 25, 2014

TO: All Prospective Bidders

RE: Addendum No. 1 – Fort Bend County Bid 15-006 – Law Enforcement Uniforms and
Duty Gear

Attached is Addendum 1. Please see Section 9.0, Pages 28, 29, 30, and 31.

Immediately upon your receipt of this addendum, please fill out the following information and
fax this page to the Fort Bend County Purchasing Department at (281) 341-8645.

Lone Star Uniforms, Inc.
Company Name

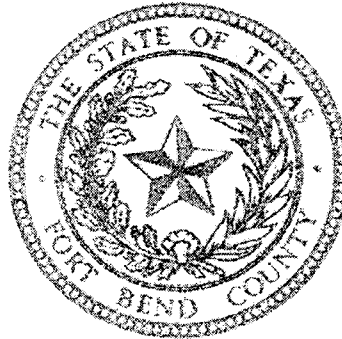
[Signature] 7/25/14
Signature of person receiving addendum Date

If you have any questions, please contact this office.

Sincerely,

[Signature]
Cheryl Krejci, CPPB
Senior Buyer

**Fort Bend County, Texas
Invitation for Bid**



**Term Contract for Law Enforcement Uniforms
for Fort Bend County
BID 15-006**

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

All correspondence must include the term
"Purchasing Department" in address to
assist in proper delivery

SUBMIT NO LATER THAN:

Thursday, August 7, 2014
1:30 PM (Central)

MARK ENVELOPE:

BID 15-006
Law Enforcement Uniforms

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidder
in writing after the Commissioners
Court awards.

Fort Bend County is always conscious
and extremely appreciative of your effort
in the preparation of this bid.

Requests for information must be in writing
and directed to:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Information

Lone Star Uniforms, Inc.
Legal Name of Contracting Company

-
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

(832) 237-8000 (832) 237-8008
Telephone Number Facsimile Number

P.O. Box 692304 Houston, TX 77269
Complete Mailing Address (for Correspondence)

Houston, TX. 77269
City, State and Zip Code

8430 N. Sam Houston Parkway west
Complete Remittance Address (if different from above)

Houston, TX. 77064
City, State and Zip Code

Corine Fox, President
Authorized Representative and Title (printed)


Corine@lonestaroniforms.com
Authorized Representative's Email Address

Corine F
Signature of Authorized Representative

Initials of Bidder: pf

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.


Initials of Bidder: 

- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and

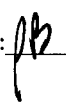
Initials of Bidder: pb

workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.


- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids 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 stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.

Initials of Bidder: 

- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

Initials of Bidder: 

- 1.28 **Contract Obligation:** Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 **Title Transfer:** Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 1.30 **Purchase Order and Delivery:** The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 **Contract Extension:** Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 **Termination:** Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.


Initials of Bidder: 

- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.


2.0 TERMS AND CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

Initials of Bidder: 

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effective on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide Law Enforcement Uniforms and Duty Gear for Fort Bend County as specified herein.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2014** through **30 September 2015**, renewable annually for four (4) years (through 30 September 2019) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet. The bid must be in a sealed envelope and marked with the appropriate bid number. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

6.0 POINT OF CONTACT:

Point of contact will be Cheryl Krejci, CPPB, Senior Buyer, cheryl.krejci@fortbendcountytexas.gov.

7.0 MEASUREMENTS AND DELIVERY:

- 7.1 Vendor must take measurements for uniforms for each Department within 24 hours of telephonic notification of need. Vendor is further responsible for delivery of uniforms.
- 7.2 Delivery will be to the Fort Bend County Department requesting uniform orders within fourteen (14) working days after receipt of a purchase order executed by the Purchasing Agent.
- 7.3 Vendor is to provide only items stated on the Purchase Order provided by the County.
Substitutions of items similar to those included in the bid document are not permitted.

8.0 REQUIREMENTS:

- 8.1 Vendor must bid on all items per Law Enforcement Office/Department for bid to be considered.
- 8.2 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 8.3 No minimum orders, by quantity or dollar amount are permitted.
- 8.4 All prices are F.O.B. Fort Bend County.
- 8.5 Vendor must maintain a showroom and inventory facility located within the Greater Houston Metropolitan Area.
- 8.6 Vendor must employ no less than six (6) alterations/seamstress personnel on a full time basis.

- 8.7 Vendor must be willing to set up a consignment inventory with the Fort Bend County Sheriff's Office for men's and ladies shirts and trousers. Vendor must have a representative complete a site visit and maintain inventory levels at a minimum of twice a month.
- 8.8 Manufacturer/Brand numbers specified are listed for information only. Vendor may bid an or equal to, see section 1.18 above. If vendor is bidding a different manufacturer/brand than what is stated on the pricing sheet, Vendor must write in the row provided which manufacturer/brand and number of item bidding.
- 8.9 Bid items may be purchased singly or in quantity.
- 8.10 Bidders may be required to submit samples as requested by the Fort Bend County Purchasing Department for inspection and evaluation after bid opening.

AMENDED 7.24.14*9.0 SPECIFICATIONS and PRICING:**

Vendors are to complete the pricing below. Vendors bidding items that are not the same manufacturer/brand and number listed or are not listed, are to include the manufacture's name and number in the row directly below the item.

CONSTABLE PRECINCT ONE 1517 Eugene Heimann Circle #200 Richmond, TX 77469	Estimated Annual Quantity	Unit Price	Extended Price
Elbeco E314 or E9314 Tex Trop navy, 100% Polyester pant With 1/2" navy on red piping	6	38. ⁰⁰	228. ⁰⁰
Elbeco Z314-3 or Z9314-3 Tex Trop Navy, 100% Polyester long sleeve shirt with zipper and star buttons, navy/red shoulder straps	6	40. ⁰⁰	240. ⁰⁰
Elbeco Z3314-3 or Z9814-3 Tex Trop Navy, 100 % Polyester short sleeve shirt with zipper and star buttons, navy/red shoulder straps	6	38. ⁰⁰	228. ⁰⁰
Gerber 70DX1/L with embroidered badge on jacket and liner. With CONSTABLE in silver reflective on back of jacket, back of green side of jacket, and on back of liner	6	165. ⁰⁰	990. ⁰⁰
Gerber raincoat 48" black/green reversible with Constable on both sides, style 70F3/L	6	150. ⁰⁰	900. ⁰⁰
Fort Bend Co. Constable Pct. 1 shoulder patch (price to include sewing on)	6	2. ⁰⁰	12. ⁰⁰
Gilden Jacquard Pique 31000 Polo, short sleeve, white/navy, pull-over with embroidery on collar and left breast.	6	31. ⁰⁰	186. ⁰⁰
Gilden Jacquard Pique 31000 Polo, short sleeve, navy/white, pullover with embroidery on collar and left breast	6	31. ⁰⁰	186. ⁰⁰
C.D. Pendant, Premier Emblem, Style P2500	6	6. ⁰⁰	36. ⁰⁰
Star Pendant, Blackinton. Style B2251 in Hi-Glo or Rho-Glo	6	89. ⁰⁰	534. ⁰⁰
CONSTABLE PRECINCT 1 ESTIMATED ANNUAL TOTAL :			3540.⁰⁰


CONSTABLE PRECINCT TWO 303 Texas Parkway, Ste. 124 Missouri City, TX 77459	Estimated Annual Quantity	Unit Price	Extended Price
Elbeco Uniform pants, E314, with piping	18	38. ⁰⁰	684. ⁰⁰
Elbeco Navy L/S uniform shirt- Z314-3, with light blue merrow and patches	18	40. ⁰⁰	720. ⁰⁰
Elbeco Navy S/S uniform shirt, Z314-3, with light blue merrow and patches	18	38. ⁰⁰	684. ⁰⁰
Propper Midnight BDU Shirt- F531150450	18	38. ⁰⁰	684. ⁰⁰
Duty Jacket- Dutyman-Black, J21, with pathces and Constable on back in Reflective	18	83. ⁰⁰	1494. ⁰⁰
Gerber Jacket/ Black- with patches and Constable in reflective, Item#- 71DX3/L	18	165. ⁰⁰	2970. ⁰⁰
Tact Squad Reversible Rain coat with Reflective Constable	18	70. ⁰⁰	1260. ⁰⁰
Embroidery of names on shirt and C.D. on collars	18	∅	∅
Sew on County provided patches, price per patch	18	∅	∅
Baseball caps, five (5) panel, navy blue, Velcro closure, with Badge embroidered in silver or gold	18	13. ⁰⁰	234. ⁰⁰
Blauer BDU Uniform Pant, F524350450-Navy	18	36. ⁰⁰	648. ⁰⁰
Elbeco Single Breasted Poly/Wool Dress Coat- Item number 1370, with patches and gold stripes on sleeves	18	242. ⁰⁰	4356. ⁰⁰
Propper BCU Short, 65/35 Ripstop, Style F525350450-Navy	18	30. ⁰⁰	540. ⁰⁰
Blauer 8130-Navy S/S uniform polo shirt, with patches	18	62. ⁰⁰	1116. ⁰⁰
Blauer- 8140-Navy L/S uniform polo, with patches	18	65. ⁰⁰	1170. ⁰⁰
CONSTABLE PRECINCT 2 ESTIMATED ANNUAL TOTAL :			16560.⁰⁰

Initials of Bidder: *pb*

CONSTABLE PRECINCT THREE 22333 Grand Corner Dr. #103 Katy, Tx 77494	Estimated Annual Quantity	Unit Price	Extended Price
Elbeco #E314 or E9314, 100% poly, navy, pants with striping	6	38. ⁰⁰	228. ⁰⁰
Elbeco #Z312 or Z9312, long sleeve shirt, with piggyback shoulder Straps, 100 % Polyester	6	40. ⁰⁰	240. ⁰⁰
Elbeco #Z3312 or Z9812, short sleeve shirt, with piggyback shoulder Straps, 100 % Polyester	6	38. ⁰⁰	228. ⁰⁰
Gerber Rain Coat, Style 70F3/L with CONSTABLE on back of both black and green side in silver reflective letters	6	150. ⁰⁰	900. ⁰⁰
Fort Bend Co. Constable Pct. 3 shoulder patch (price to include sewing it on):	6	2. ⁰⁰	12. ⁰⁰
Fechheimer 73161, reversible jacket, complete with sewn on lettering, patches & badge	10	180. ⁰⁰	1800. ⁰⁰
Blauer #8810X BDU Pants	10	65. ⁰⁰	650. ⁰⁰
Blauer #8841X BDU Shorts	10	55. ⁰⁰	550. ⁰⁰
Elbeco #5102, Tan, with sewn on arm patches, sewn on badge & name embroidered on right chest in black letters & tan color epaulette	10	48. ⁰⁰	480. ⁰⁰
Elbeco #V1312, Exterior Vest cover, Tan with Navy Blue & Red piping on shoulder straps	10	85. ⁰⁰	850. ⁰⁰
Blackinton B1674 Badge, Two-Toned	10	98. ⁰⁰	980. ⁰⁰
5.11 polo shirt. Style 41060 with name and badge embroidered	10	42. ⁰⁰	420. ⁰⁰
CONSTABLE PRECINCT 3 ESTIMATED ANNUAL TOTAL :			7338.⁰⁰

CONSTABLE PRECINCT FOUR 12919 Dairy Ashford Ste. 300 Sugar Land, TX 77478	Estimated Annual Quantity	Unit Price	Extended Price
Elbeco E320 or E9320 Tex Trop Black, 100% Polyester pant	6	38. ⁰⁰	228. ⁰⁰
Elbeco Z3320-3 or Z79820-3 Tex Trop Black, Polyester Short Sleeve Shirt	6	38. ⁰⁰	228. ⁰⁰
Elbeco Z320-3 or Z9320-3 Tex Trop Black, Polyester Long Sleeve Shirt	6	40. ⁰⁰	240. ⁰⁰
Blauer 8980BK or 8980WBK, Poly/Rayon Black Cargo Pant	6	75. ⁰⁰	450. ⁰⁰
Gerber #71DX3/L Winter Jacket Zip in and out liner, Reversible to lime green	6	165. ⁰⁰	990. ⁰⁰
Blauer #733 reversible raincoat, black with lime, with POLICE on the back	6	150. ⁰⁰	900. ⁰⁰
Patch including sew on	6	2. ⁰⁰	12. ⁰⁰
Name Plate	6	9. ⁵⁰	57. ⁰⁰
C.D. Pendant, Premier Emblem	6	6. ⁰⁰	36. ⁰⁰
VERTX 9 oz LE Black Mens/Womens Canvas Pant Style VTX1000BK	6	42. ⁰⁰	252. ⁰⁰
5.11 Tactical 71049-019 or 61165-019, Polyester Polo Shirt with Name and Logo Embroidered	6	46. ⁰⁰	276. ⁰⁰
5.11 Tactical 74273-162 or 64360-162, Tac-Lite Pant	6	45. ⁰⁰	270. ⁰⁰
Truspec 24-7 Ripstop Poly-Cotton Pants Womens-Khaki, TRU-1095	6	42. ⁰⁰	252. ⁰⁰
Truspec 24-7 Ripstop Poly-Cotton Pants Mens-Khaki, TRU-1060	6	42. ⁰⁰	252. ⁰⁰
CONSTABLE PRECINCT 4 ESTIMATED ANNUAL TOTAL :			4443.⁰⁰

EMS 4332 Highway 36 Rosenberg, TX 77471	Estimated Annual Quantity	Unit Price	Extended Price
P868, Poly cotton, Blue, short sleeve shirt	30	28. ⁰⁰	840. ⁰⁰
P868, Poly cotton, Blue, short sleeve shirt w/zipper	30	31. ⁰⁰	930. ⁰⁰
P878, Poly cotton, Blue, long sleeve shirt	30	31. ⁰⁰	930. ⁰⁰
P878, Poly cotton, Blue, long sleeve shirt w/zipper	30	34. ⁰⁰	1020. ⁰⁰
P867, Poly cotton, White, short sleeve shirt	30	28. ⁰⁰	840. ⁰⁰
P867, Poly cotton, White, short sleeve shirt w/zipper	30	31. ⁰⁰	930. ⁰⁰
P877, Poly cotton, White, long sleeve shirt	30	31. ⁰⁰	930. ⁰⁰
P877, Poly cotton, White, long sleeve shirt w/zipper	30	34. ⁰⁰	1020. ⁰⁰
2600DN, pants, polyester, Navy	30	38. ⁰⁰	1140. ⁰⁰
2600DN, pants, polyester, Navy, 44-56	30	38. ⁰⁰	1140. ⁰⁰
3031- EMT pants, Dark Navy	30	49. ⁰⁰	1470. ⁰⁰
3031- EMT pants, DN, Navy, 44-56	30	49. ⁰⁰	1470. ⁰⁰
P868, Poly cotton, Blue, short sleeve shirt, 2XL-4XL	30	30. ⁰⁰	900. ⁰⁰
P868, Poly cotton, Blue, short sleeve shirt, 2XL-4XL w/zipper	30	33. ⁰⁰	990. ⁰⁰
P878, Poly cotton, Blue, long sleeve shirt, 2XL-4XL	30	34. ⁰⁰	1020. ⁰⁰

Initials of Bidder: 

EMS (cont'd)	Estimated Annual Quantity	Unit Price	Extended Price
P878, Poly cotton, Blue, long sleeve shirt, 2XL-4XL w/zipper	30	37. ⁰⁰	1110. ⁰⁰
P867, Poly cotton, White, short sleeve shirt, 2XL-4XL	30	30. ⁰⁰	900. ⁰⁰
P867, Poly cotton, White, short sleeve shirt, 2XL-4XL w/zipper	30	33. ⁰⁰	990. ⁰⁰
P877, Poly cotton, White, long sleeve shirt, 2XL-4XL	30	34. ⁰⁰	1020. ⁰⁰
P877, Poly cotton, White, long sleeve shirt, 2XL-4XL w/zipper	30	37. ⁰⁰	1110. ⁰⁰
1211U-belt, black, no scratch	30	17. ⁰⁰	510. ⁰⁰
Blauer 339, Safety vests with Scotchlite Package front and back, EMS-3" in non-reflective on front and back, with FORT BEND-2" non-reflective on back	30	50. ⁰⁰	1500. ⁰⁰
Blauer 339, Safety vests with Scotchlite Package front and back, EMS-3" in reflective on front and back, with FORT BEND-2" reflective on back	30	55. ⁰⁰	1650. ⁰⁰
Gerber, Viz-Tech Parka Jacket, Lime Yellow with scotchlite package with zip out liner, FORT BEND-2", EMS-3" on back reflective	30	195. ⁰⁰	5850. ⁰⁰
Gerber, Viz-Tech Parka Jacket, Lime Yellow with scotchlite package with zip out liner, FORT BEND-2", EMS-3" on back reflective, 2XL-4XL	30	240. ⁰⁰	7200. ⁰⁰
Lettering on back with FORT BEND-2", EMS-3", 20% O/S	30	20. ⁰⁰	600. ⁰⁰
3" Polyester Tie, 18" Dark Navy (no clip on)	10	4. ⁵⁰	45. ⁰⁰
3" Polyester Tie, 20" Dark Navy (no clip on)	10	4. ⁵⁰	45. ⁰⁰
3" Polyester Tie, 22" Dark Navy (no clip on)	10	4. ⁵⁰	45. ⁰⁰

EMS (cont'd)	Estimated Annual Quantity	Unit Price	Extended Price
3" Poly-Wool Tie, 18" Dark Navy (no clip on)	10	4.50	45.00
3" Poly-Wool Tie, 20" Dark Navy (no clip on)	10	4.50	45.00
3" Poly-Wool Tie, 22" Dark Navy (no clip on)	10	4.50	45.00
5.11 Pants	30	45.00	1350.00
TDH emblems, EMT	30	4.00	120.00
TDH emblems, EMT Intermediate	30	4.00	120.00
TDH – PARAMEDIC, LICENSED or certified PARAMEDIC	30	4.00	120.00
Patch including sew on	30	2.00	60.00
Embroidery logo on left chest and name and rank 3/8" on right Chest	30	14.00	420.00
EMS insignia – gold or silver 3/8" without periods	30	10.00	300.00
A10009, Name Plate with Serving Since	30	19.00	570.00
Deputy Chief Star	30	27.00	810.00
Lieutenant Bar	30	7.00	210.00
CornerStone #CS410 shirts Men's sizes Small – XXX Large with EMS Logo on left front and 2" arched lettering on Back to read "FORT BEND" and "EMS" 3" straight, Colors = Navy, White, Charcoal Gray	30	35.00	1050.00

EMS (cont'd)	Estimated Annual Quantity	Unit Price	Extended Price
CornerStone #CS410 shirts Mens sizes Small – XXX Large with EMS Logo on left front, Colors = Navy, White, Charcoal Gray	30	31.00	930.00
CornerStone #CS411 shirts Women's sizes Small – XXX Large with EMS Logo on left front, Colors = Navy, White, Charcoal Gray	30	31.00	930.00
EMS ESTIMATED ANNUAL TOTAL :			45,270.00

FIRE MARSHAL'S OFFICE 1521 Eugene Heimann Circle #114 Richmond, TX 77469	Estimated Annual Quantity	Unit Price	Extended Price
32278 Fechheimer dark navy dress pants (class A)	2	75. ⁰⁰	150. ⁰⁰
34891 Fechheimer 38800 Flying Cross Dark Navy dress coat, single breasted; (Class A)	2	275. ⁰⁰	550. ⁰⁰
4879 Dickies Deluxe Blended Coveralls, with logo over left chest, name over right chest and FORT BEND CO. FIRE MARSHAL in sewn on letters on back	2	55. ⁰⁰	110. ⁰⁰
560MBK Windbreaker Black, with logo over left chest and name over right chest	2	36. ⁵⁰	73. ⁰⁰
Style F5243, Tactical Pant Propper, Lightweight Black	8	38. ⁰⁰	304. ⁰⁰
Duty dress shirt, Elbeco 311 w/zipper, long sleeve	8	40. ⁰⁰	320. ⁰⁰
Collar Initials "FMO"	8	23. ⁰⁰	184. ⁰⁰
Name Plates; MBS58C	8	7. ⁰⁰	56. ⁰⁰
Black dress pants; E320 Elbeco	8	38. ⁰⁰	304. ⁰⁰
Black Tie: 900-99-00	8	4. ⁵⁰	36. ⁰⁰
Clip on Tie, Black: 90043-00	8	4. ⁵⁰	36. ⁰⁰
Short sleeve polo; Blauer 8139-GY, with logo over left chest and POLICE embroidered on each sleeve	8	55. ⁰⁰	440. ⁰⁰
T-shirt, SS, black with FMO logo on back and left chest-5180	8	12. ⁰⁰	96. ⁰⁰
T-shirt, LS, black with FMO logo on back and left chest-5186	8	14. ⁰⁰	112. ⁰⁰

FIRE MARSHAL'S OFFICE (cont'd)	Estimated Annual Quantity	Unit Price	Extended Price
Black Ball cap hat with logo-19-648	8	12. ⁰⁰	96. ⁰⁰
Heavy Jacket-Gerber brand, Style: Thriller 71DX31L, with logo embroidered over right chest on both jacket and liner with FORT BEND CO. FIRE MARSHAL in sewn on letters on back of jacket	8	165. ⁰⁰	1320. ⁰⁰
FIRE MARSHAL ESTIMATED ANNUAL TOTAL :			4187. ⁰⁰

SHERIFF'S OFFICE 1410 Williams Way Richmond, Texas 77469			Estimated Annual Quantity	Unit Price	Extended Price
Men's Trouser, with piping- Traditional Style	Horace Small	2144	25	38. ⁰⁰	950. ⁰⁰
Men's Tactical Pants	Horace Small	2144	25	38. ⁰⁰	950. ⁰⁰
Men's Tactical Pants	5.11	74273	25	45. ⁰⁰	1125. ⁰⁰
Men's Tactical Pants	TRU	1060	25	42. ⁰⁰	1050. ⁰⁰
Men's Cargo Trousers	Horace Small	2528	25	45. ⁰⁰	1125. ⁰⁰
Men's Poly/Cotton Trousers, with piping	Horace Small	2526	25	45. ⁰⁰	1125. ⁰⁰
Men's Wrangler Jeans	Wrangler	13MWZ	25	39. ⁰⁰	975. ⁰⁰
Women's Trouser-Traditional Style, with piping	Horace Small	2476	25	38. ⁰⁰	950. ⁰⁰
Women's Tactical Pants	TRU	1095	25	42. ⁰⁰	1050. ⁰⁰
Women's Tactical Pants	Tru-Spec	1060	25	42. ⁰⁰	1050. ⁰⁰
Women's Cargo Trousers, with piping	Horace Small	2529	25	45. ⁰⁰	1125. ⁰⁰
Men's Long Sleeve Shirt-Zipper Front, metal buttons on pocket flaps and shoulder straps	Horace Small	1145	25	39. ⁰⁰	975. ⁰⁰
Women's Long Sleeve Shirt-Zipper Front. With metal buttons on pocket flaps and shoulder straps	Horace Small	1183	25	39. ⁰⁰	975. ⁰⁰

SHERIFF'S OFFICE (cont'd)			Estimated Annual Quantity	Unit Price	Extended Price
Men's Short Sleeve Shirt-Zipper Front. With metal buttons on pocket flaps and shoulder straps	Horace Small	1245	25	38. ⁰⁰	950. ⁰⁰
Women's Short Sleeve Shirt-Zipper Front. With metal buttons on pocket flaps and shoulder straps	Horace Small	1284	25	38. ⁰⁰	950. ⁰⁰
Maternity Shirts	Horace Small	1129	10	30. ⁰⁰	300. ⁰⁰
Men's/Women's SS Polo Shirts, with badge embroidered over left chest and name and department embroidered over right chest	5.11	71049-019	25	46. ⁰⁰	1150. ⁰⁰
Men's/Women's LS Polo Shirts, with badge embroidered over left chest and name and department embroidered over right chest	5.11	72049-019	25	46. ⁰⁰	1150. ⁰⁰
3" Clip-On Tie, 14.5"	Sam Broome	90028-193	25	4. ⁵⁰	112. ⁵⁰
3" Clip-On Tie, 18"	Sam Broome	90010-193	25	4. ⁵⁰	112. ⁵⁰
3" Clip-On Tie, 20"	Sam Broome	90043-193	25	4. ⁵⁰	112. ⁵⁰
3" Clip-On Tie, 22"	Sam Broome	90063-193	25	4. ⁵⁰	112. ⁵⁰
Mock Turtleneck	Dickie		25	15. ⁰⁰	375. ⁰⁰

SHERIFF'S OFFICE (cont'd)			Estimated Annual Quantity	Unit Price	Extended Price
48" Raincoat, with FORT BEND CO SHERIFF'S OFFICE on back in black	Neese	1650C	25	13. ⁰⁰	325. ⁰⁰
Reversible Raincoat, with FORT BEND CO. SHERIFF'S OFFICE in silver reflective on back on black and green back	Gerber	70C3/L	25	110. ⁰⁰	2750. ⁰⁰
Reversible Winter Duty Jacket, with patches sew on jacket and liner. With SHERIFF in silver reflective on green side of jacket	Gerber	70DX5/L	25	165. ⁰⁰	4125. ⁰⁰
Coaches Jacket	Liberty	560MBN	25	26. ⁰⁰	650. ⁰⁰
Liner to Duty Jacket	Gerber	51S5	25	80. ⁰⁰	2000. ⁰⁰
Instructor Caps	Otto Cap		25	12. ⁰⁰	300. ⁰⁰
Outer Carrier for Vests	Elbeco	V1315	25	75. ⁰⁰	1875. ⁰⁰
Tactical Outer Carrier Vest	Point Blank	R20-D	25	150. ⁰⁰	3750. ⁰⁰
Flying Cross Jacket	Flying Cross	54101	25	90. ⁰⁰	2250. ⁰⁰
Liner for Duty Jacket	Gerber	51S5	25	80. ⁰⁰	2000. ⁰⁰
Dispatch Jacket, with logo embroidered over left chest	Ash City	88108	25	50. ⁰⁰	1250. ⁰⁰

*AMENDED 7.25.14

SHERIFF'S OFFICE (cont'd)			Estimated Annual Quantity	Unit Price	Estimated Annual Expense
Badge - Silver	BH1980, Rho-Glo		25	65. ⁰⁰	1625. ⁰⁰
Badge - Gold	BH1980, Hi-Glo		25	65. ⁰⁰	1625. ⁰⁰
S.O. - Collar Pin, Silver	A4287--Rho-Glo		25	9. ⁰⁰	225. ⁰⁰
S.O. - Collar Pin, Gold	A4287--Hi-Glo		25	9. ⁰⁰	225. ⁰⁰
Name Bar - Gold	Gold---MBG58C		25	7. ⁰⁰	175. ⁰⁰
Name Bar - Silver	Silver---MBS58C		25	7. ⁰⁰	175. ⁰⁰
Lieutenant Bars - Large, Gold	A1141--Hi-Glo		25	19. ⁰⁰	475. ⁰⁰
Captain Bars - Large, Gold	A1140--Hi-Glo		25	23. ⁰⁰	575. ⁰⁰
Major Oak Leaf - Gold	A1143--Hi-Glo		25	25. ⁰⁰	625. ⁰⁰
3 Star Pin - Gold	A5211-3		25	27. ⁰⁰	675. ⁰⁰
4 Star Pin - Gold	A5211-4		25	30. ⁰⁰	750. ⁰⁰
Honor Guard Name Plate	Blackinton	C14747	25	14. ⁰⁰	350. ⁰⁰
SHERIFF'S OFFICE ESTIMATED ANNUAL TOTAL :					47,525. ⁰⁰

*AMENDED 7.25.14

DUTY GEAR	Estimated Annual Quantity	Unit Price	Extended Price
Belt Plain Sam Brown B1011U	25	41. ⁰⁰	1025. ⁰⁰
Belt Clarino Sam Brown B1031U	25	41. ⁰⁰	1025. ⁰⁰
Belt River Plain Sam Brown B1111U	25	41. ⁰⁰	1025. ⁰⁰
Belt River Clarino Sam Brown B1131U	25	41. ⁰⁰	1025. ⁰⁰
Belt Ballistic Duty Bianchi 7200	25	36. ⁰⁰	900. ⁰⁰
Belt Reversible Nylon Bianchi 7201	25	27. ⁰⁰	675. ⁰⁰
Belt Keeper 2 Snap Safariland 65 Molded	25	3. ⁰⁰	75. ⁰⁰
Single Belt Keeper Plain 2411	25	5. ⁰⁰	125. ⁰⁰
Single Belt Keeper Clarino 2431	25	6.00 5. ⁰⁰	125. ⁰⁰
Double Belt Keeper Plain 2211	25	6. ⁰⁰	150. ⁰⁰
Double Belt Keeper Clarino 2231	25	6. ⁰⁰	150. ⁰⁰
Handcuff Pouch Single Top Flap Nylon Bianchi 7300	25	16. ⁰⁰	400. ⁰⁰
Handcuff Case Plain Safariland 190-2	25	27. ⁵⁰	687. ⁵⁰
Handcuff Case Clarino Safariland 190-9	25	27. ⁵⁰	687. ⁵⁰

***AMENDED 7.25.14**

DUTY GEAR (cont'd)	Estimated Annual Quantity	Unit Price	Extended Price
Open Top Cuffcase Plain Safariland 090-16	25	21. ⁰⁰	525. ⁰⁰
Open Top Cuffcase Clarino Safariland-090-9	25	21. ⁰⁰	525. ⁰⁰
Double Speed Loader Case Plain Safariland 340	25	32. ⁰⁰	800. ⁰⁰
Double Speed Loader Case Clarino Safariland 340	25	32. ⁰⁰	800. ⁰⁰
Automatic Clip Holder Plain Safariland 77	25	31. ⁰⁰	775. ⁰⁰
Automatic Clip Holder Clarino Safariland 77	25	31. ⁰⁰	775. ⁰⁰
Holster Level II Plain Safariland 6280	25	125. ⁰⁰	3125. ⁰⁰
Holster Level II Clarino Safariland 6280	25	125. ⁰⁰	3125. ⁰⁰
Holster Level III Plain Safariland 6360	25	143. ⁰⁰	3575. ⁰⁰
Holster Level III Clarino Safariland 6360	25	143. ⁰⁰	3575. ⁰⁰
Holster Level III Mid-Rise Tactical STX Safariland 6360	25	102. ⁰⁰	2550. ⁰⁰
Holster Level II Retention Mid-Rise Tactical Safariland 6280 STX	25	83. ⁰⁰	2075. ⁰⁰
Holster w/light attachment LEVEL II Plain Safariland 6280	25	138. ⁰⁰	3450. ⁰⁰
Holster w/light attachment LEVEL II Clarino Safariland 6280	25	138. ⁰⁰	3450. ⁰⁰

***AMENDED 7.25.14**

DUTY GEAR (cont'd)	Estimated Annual Quantity	Unit Price	Extended Price
Holster w/light attachment LEVEL II Retention Mid-Rise STX Tactical Safariland 6280	25	94. ⁰⁰	2350. ⁰⁰
Holster w/light attachment LEVEL III 6360 Safariland-Plain	25	154. ⁰⁰	3850. ⁰⁰
Holster w/light attachment LEVEL III 6360 Safariland-Clarino	25	154. ⁰⁰	3850. ⁰⁰
Holster w/light attachment LEVEL III Mid-Rise STX Tactical Safariland 6360	25	114. ⁰⁰	2850. ⁰⁰
Magazine Holder Double-Bianchi 7302 Nylon	25	24. ⁰⁰	600. ⁰⁰
TOTAL ESTIMATED ANNUAL EXPENSE DUTY GEAR :			50,700.⁰⁰

BODY ARMOR	Estimate d Annual Quantity	Unit Price	Extended Price
PACA 2006 Level II	25	625. ⁰⁰	15,625. ⁰⁰
PACA 2006 Level IIIA	25	655. ⁰⁰	16,375. ⁰⁰
ESTIMATED ANNUAL BODY ARMOR TOTAL:			32,000. ⁰⁰

CONTRACT SHEET
BID 15-006

THE STATE OF TEXAS

COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 2nd day of September, 20 14, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Lone Star uniforms, Inc.
(hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Law Enforcement Uniforms and Duty Gear**, which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 7th day of October 20 14.

By: Robert Hebert County Judge 9-2-14
County Judge

By: Corine Fox
Signature of Contractor

By: Corine Fox President
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8642 or 341-8645

Vendor Information

Federal ID # or S.S #			Dun and Bradstreet #	090674235
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization			
Legal Company Name	Lone Star Uniforms, Inc		Year Business was Established 1997	
Remittance Address	PO Box 692348			
City/State/Zip	Houston TX 77269			
Physical Address	8430 N. Sam Houston Pkwy W			
City/State/Zip	Houston TX 77064			
County	Fort Bend County		Other: Harris	
Phone/Fax Number	Phone: 832 2378000		Fax: 832 2378008	
Contact Person	Paul Bennett			
E-mail	Paul@lonestaroniforms.com			
Special Notes				
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise		Certification # _____	
	<input type="checkbox"/> SBE-Small Business Enterprise		Certification # _____	
	<input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business		Certification # 1752982983400	
	<input type="checkbox"/> WBE-Women's Business Enterprise		Certification # 10-6782	
	<input type="checkbox"/> MBE-Minority Business Enterprise		Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input checked="" type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> > \$22,400,000			
NAICs codes (Please enter all that apply).	448190			

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) <i>Lone Star Uniforms, LLC</i>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <i>PO Box 692348</i>	
City, state, and ZIP code <i>Houston TX 77269-2348</i>	
List account number(s) here (optional)	
Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number : : :
or Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>[Signature]</i>	Date ▶ <i>8/5/2014</i>
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Job No.: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): _____

Company Name submitting Bid/Proposal: Lone Star Uniforms, Inc

Mailing Address: PO Box 692348 Houston TX 77269-2348

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

N/A

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

☐ Yes ☒ No

If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

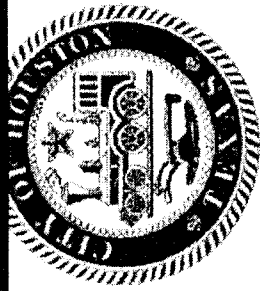
(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Lone Star Uniforms, Inc is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☐ I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name]

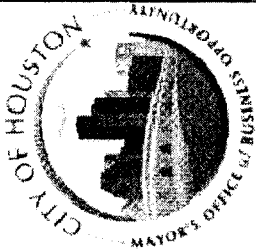
[City and State]



CITY OF HOUSTON

Office of Business Opportunity

Annise D. Parker,
Mayor



Lone Star Uniforms, Inc

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

NAICS-812331: LAUNDRIES, LINEN AND UNIFORM SUPPLY

Certification Number: 12-10-678

October 31, 2013

Anniversary Date

October 31, 2014

Expiration Date

Carlecia D. Wright

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program. This certificate is renewed annually.

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the City of Houston (COH), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to remain certified with the COH, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the COH in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the COH and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the COH, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free In Texas at (888) 863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752982983400
File/Vendor Number:	30649
Approval Date:	09-OCT-2012
Scheduled Expiration Date:	31-OCT-2014

In accordance with the Memorandum of Agreement between the
City of Houston (COH)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

LONE STAR UNIFORMS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 19-APR-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COH's program, you must immediately (within 30 days of such changes) notify the COH's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COH's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

Rev. 09/12