

## AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this 28<sup>th</sup> day of February, 2018, by and between Galls, LLC., a corporation organized and existing under the laws of the State of Texas, hereinafter called "Contractor" and **NUECES COUNTY**, Texas, hereinafter called "County".

Whereas, County put out for bid project no. IFB 3068-18, herein "IFB", for Law Enforcement Uniforms;

Now therefore, that the Contractor and the County for the considerations stated herein mutually agree as follows:

### ARTICLE I THE CONTRACT PRICE

Contractor will furnish law enforcement uniform services as described in the IFB at the prices quoted on their response to IFB, herein "Bid" throughout the contract period. *Second and third year bid prices must be confirmed no later than thirty (30) days prior to contract anniversary date.* Bid price increased must not exceed the manufacturers increase in cost.

### ARTICLE II CONTRACT TIME

The duration of the contract: three (3) years. Contract may be terminated by either party for any reason by giving sixty (60) days written notice of intent to terminate. Such notice of termination shall be in writing and shall be effective on a date mutually agreed upon, but in no event more than sixty (60) days from date of written notice.

Contractor recognizes that the services under this agreement are vital to County and must be continued without interruption. Upon term expiration or early termination, Contractor must continue services on a month to month basis, by mutual agreement, until the new Contractor is ready to provide the service.

### ARTICLE III CONTRACT

The Executed Contract Documents shall consist of the following:

1. This Agreement
2. Addenda, required if issued
3. Specifications
4. Signed Copy of Bid Response Form
5. Instructions to Bidders
6. General Requirements
7. Advertisement for Bids

**THIS AGREEMENT**, together with the other documents enumerated in ARTICLE III, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract. In case of conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE III shall govern, except as otherwise specifically stated.

**ARTICLE IV  
GOVERNING LAW AND VENUE**

The governing law shall be the laws of the State of Texas. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

**ARTICLE V  
CONTRIBUTIONS**

It is expressly understood by County and Contractor, that from the date of award of contractor bid to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and or campaign or political contribution regardless of amount from contractor or principal owners of said contractor. County official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political, campaign, or personal contributions to candidates for county and precinct office from the date of award of contractor bid to one year after termination or expiration of contract term. It is also prohibited for contractor to contribute to employee associations or for the benefit of groups of employees.

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed in **three (3) original copies** on the day and year first above written.

COUNTY  
Nueces County  
By: \_\_\_\_\_  
Samuel Loyd Neal, Jr.  
Title: County Judge

CONTRACTOR  
Galls, LLC  
By: R. Michael Andrews Jr.  
R. Michael Andrews Jr.  
Title: CFO

ATTEST FOR COUNTY:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Kara Sands  
Title: Nueces County Clerk

ATTEST FOR CONTRACTOR:  
Galls, LLC  
By: Tiffany Brewer  
Tiffany Brewer  
Title: Manager, Contract Administration

IFB NO. 3068-17  
 LAW ENFORCEMENT UNIFORMS  
 JANUARY 25, 2018 – 3:00 PM

		PROPOSED GALLS, LLC.			
ITEM	DESCRIPTION	BRAND	STYLE #	PRICE EACH	
1	SHORT SLEEVE SHIRTS	Horace Small	sr685	M/F	\$41.50
2	SHORT SLEEVE SHIRTS	Elbeco	sg909	M/F	\$50.00
3	SHORT SLEEVE SHIRTS	Elbeco	sg917	M/F	\$50.00
4	SHORT SLEEVE SHIRTS	Elbeco	sh885	M/F	\$39.25
5	SHORT SLEEVE SHIRTS	Fechheimer	sh020	M/F	\$33.00
6	SHORT SLEEVE SHIRTS	Fechheimer	sh1145	M/F	\$49.50
7	SHORT SLEEVE SHIRTS	Blauer	sh599	M/F	\$59.00
8	SHORT SLEEVE SHIRTS	Galls	sm617	M/F	\$24.00
9	SHORT SLEEVE SHIRTS	Galls	st125	M/F	\$24.00
10	SHORT SLEEVE SHIRTS	5.11	sw993	M/F	\$32.00
11	SHORT SLEEVE SHIRTS	Propper	st136	M/F	\$29.25
12	SHORT SLEEVE SHIRTS	Fechheimer	sw977	M/F	\$39.00
13	LONG SLEEVE SHIRTS	Horace Small	zf129	M/F	\$47.25
14	LONG SLEEVE SHIRTS	Elbeco	sg908	M/F	\$58.00
15	LONG SLEEVE SHIRTS	Elbeco	sg916	M/F	\$58.00
16	LONG SLEEVE SHIRTS	Elbeco	sh878	M/F	\$43.50
17	LONG SLEEVE SHIRTS	Fechheimer	sh018	M/F	\$33.50
18	LONG SLEEVE SHIRTS	Fechheimer	sh1498	M/F	\$49.00
19	LONG SLEEVE SHIRTS	Blauer	sh445	M/F	\$61.50
20	LONG SLEEVE SHIRTS	Propper	sh240	M/F	\$30.00
21	LONG SLEEVE SHIRTS	Fechheimer	sh1498	M/F	\$49.00
22	TROUSERS	Horace Small	tr784	M/F	\$43.50
23	TROUSER	Fechheimer	zb137	M/F	\$47.25
24	TROUSER	Elbeco	tu610	M/F	\$44.00
25	TROUSER	Horace Small	tr052	M/F	\$56.00
26	TROUSER	5.11	tr666	M/F	\$40.50

IFB NO. 3068-17  
 LAW ENFORCEMENT UNIFORMS  
 JANUARY 25, 2018 – 3:00 PM

		PROPOSED GALLS, LLC.			
ITEM	DESCRIPTION	BRAND	STYLE #	PRICE EACH	
27	TROUSER	5.11	tr703	M/F	\$40.50
28	TROUSER	Blauer	tr768	M/F	\$59.00
29	TROUSER	Fechheimer	zb137	M/F	\$47.25
30	TROUSER	Propper	tr169	M/F	\$30.00
31	TROUSER	Dickies	tu842	M/F	\$18.00
32	BELT	5.11	np571	M/F	\$13.50
33	TIE	Galls	va494	M/F	\$5.00
34	JACKET	Blauer	jc594	M/F	\$219.50
35	JACKET	Gerber	ja775	M/F	\$140.00
36	WINDBREAKER	Liberty	jc259	M/F	\$23.00
37	RAINCOAT	Liberty	rw266	M/F	\$56.75
38	RAINCOAT	Neese	rw092	M/F	\$18.00
39	BOOTS	Bates	sp675	M/F	\$105.00
40	COWBOY HAT (new item)	No Bid	No Bid	M/F	No Bid
41	NAME TAG	Galls	UA025N	M/F	\$7.00