GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

RFP #B131034

DESKTOP COMPUTERS AND LAPTOPS

PROPOSALS DUE: August 6, 2013 @ 2:30 p.m.

Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

RFP #B131034

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RFP #: B131034
OPEN: 08/06/2013
2:30 PM

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Sealed proposals in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the Galveston County Purchasing Agent until **2:30 PM** on **08/06/2013** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. All proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550. Any proposal received after **2:30 PM** on the date specified will be returned unopened.

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

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Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in the Request for Proposal.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas or by visiting www.co.galveston.tx.us /Purchasing/Current Solicitation.

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

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

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

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1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in ***sets of five (5), one (1) original and four (4) copies*** *on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.*

2. COMPETITIVENESS AND INTEGRITY

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

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

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 Moody (21st) Street
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

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

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

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4. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by postal mail or hand delivered to the reception desk of the Purchasing Department. Proposals will not be accepted by fax or electronic mail unless superseded by instruction(s) within the Request for Proposal document. Proposals must be received and time stamped by procurement staff in the Purchasing Department prior to the specified date and time on the bid notice. Late proposals will not be accepted and returned to the submitter unopened. Only the time designated by the "time stamp" issued by the Purchasing Department will determine whether the proposal was received at the proper time.

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

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all proposals and waive any informality in the proposals received; (2) disregard the proposal of any proposer determined to be not responsible.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

9. SUBSTITUTES

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

10. EXCEPTIONS TO PROPOSAL

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

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The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered. The County reserves the right to offer these alternatives to other proposers.

11. PRICING

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

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

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

12. PROCUREMENT CARD PROGRAM

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

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sales and use taxes imposed under Chapter 151. This provision is not a certificate of tax exemption. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is http://www.window.state.tx.us/.

14. PASS THROUGH COST ADJUSTMENTS

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

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

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A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

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

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

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

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

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

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The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court..

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

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

18. DISPUTE AFTER AWARD

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

19. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary,

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and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

20. RESULTANT CONTRACT

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

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

21. CONTRACT TERM

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

22. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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23. TERMINATION FOR CONVENIENCE

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

24. FORCE MAJEURE

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

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

25. ESTIMATED QUANTITIES

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

26. CONTRACTOR INVESTIGATION

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

27. NO COMMITMENT BY COUNTY OF GALVESTON

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

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

29. SINGLE PROPOSAL RESPONSE

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

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30. REJECTION/DISQUALIFICATION OF PROPOSALS

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

A. Failure to use the proposal form (s) furnished by the County, if applicable.
B. Lack of signature by an authorized representative that can legally bind the company on the proposal form.
C. Failure to properly complete the proposal.
D. Proposals that do not meet the mandatory requirements.
E. Evidence of collusion among proposers.

31. CHANGES IN SPECIFICATIONS

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

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

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

33. PROPOSAL DISCLOSURES

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

34. PROTEST

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

35. WITHDRAWAL OF PROPOSAL

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

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36. INDEMNIFICATION

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

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

37. PROOF OF INSURANCE

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

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

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

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of

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the property without the prior written consent of the Proposer.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

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

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

40. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

41. NON-COLLUSION AFFIDAVIT

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

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

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

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Proposer's Federal Identification Number (FEIN); and
3. New Proposer's proposed operating plans.

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Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

48. COUNTY'S RIGHT TO INSPECT

The County reserves the right to inspect the service provider's contracts with its suppliers before making an award, for the purpose of ascertaining whether the service provider has the necessary operational systems in place for performing this contract. The County may also consult with clients of the service provider during the evaluation of proposals. Such consultation is intended to assist the County in making a contract award which is most advantageous to the County.

49. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

50. PROCUREMENT ETHICS

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

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

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

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

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here."

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

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

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

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

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

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

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

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

51. EMPLOYMENT VERIFICATION
The Immigration Reform and Control Act (IRCA) of 1986 prohibit contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of $60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

52. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION
By submission of its proposal, proposer certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

53. NOTICE
All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the County at:

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

With copies to:

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

Bob Boemer
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 770-5560

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SPECIAL NOTE
The Special Provision section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersedes the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

SCOPE OF WORK
The County of Galveston (hereinafter referred to as the "County") is requesting responsive and competitive proposals from responsible, experienced, and qualified firms to provide brand new desktop computer systems and laptop computers, imaging, and optional installation services per the specifications provided herein..

Proposed systems shall be Brand name only (no generic built) units as specified on Appendix A. (See Appendix A – SPECIFICATIONS).

Qualified firms must have expertise and proven experience in installation and deployment. The County is interested in cost-effective and service-oriented proposals for the delivery of the described equipment and services.

QUANTITIES
The County is requesting pricing for seven hundred eighty (780) desktop PC's and one hundred eighty (180) laptop computers including imaging and provision for optional installation services as referenced on Appendix A. The County reserves the right to order more or less of the requested supplies and services. No minimum or maximum quantities are guaranteed.

CONTROL, SUPERVISION, AND APPROVAL AUTHORITY
Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the general supervision of the Information Technology Department who for the purposes of this contract is:

IT Management
County of Galveston
722 Moody (21st Street)
Second (2nd) Floor
Galveston, Texas 77550
Telephone: (409) 766-2220
Fax: (409) 765-2665
E-mail: it-management@co.galveston.tx.us

SCHEDULE OF EVENTS
This request for proposal will be governed by the following schedule:

- Distribution of RFP — Tuesday, July 23, 2013
- Deadline for Questions: — Wednesday, July 31, 2013 at 5:00 p.m.
- RFP Opening: — Tuesday, August 6, 2013 at 2:30 p.m.

**All dates are subject to change at the discretion of the County

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QUESTIONS

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

All properly submitted questions will receive a response and the County will attempt to notify all other potential proposers that have shown an interest in this project.

PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the County of Galveston with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP or any awarded contract, may be rejected. The following proposal sections are to be included in the Proposer's response:

Vendor Application Form and Cover Letter

Complete Appendix C, "Vendor Qualification Packet" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Galveston, Texas and the office from which the project will be managed.

Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

- Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

Staffing

Upon award and prior to the commencement of the installation, the contractor must submit the names and associated paperwork for appropriate background checks of personnel to be handling installation and any configuration services both on site and off.

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Qualifications

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- Names of key staff that participated on similar projects, and their specific responsibilities with respect to this scope of work.
- A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three (3) references that received similar services from your firm. The County of Galveston reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

Disclosure

Please disclose any and all past or current business and personal relationships with any current Galveston County elected official, appointed official, County employee, or family member of any current Galveston County elected official, appointed official, or County employee. ***Any past or current business relationship may not necessarily disqualify the firm from consideration.***

Sample Agreement

All proposers are required to include a Sample Agreement with their proposal submittals. The sample agreement will be reviewed by Galveston County Legal and the terms and conditions will be negotiated with the successful respondent.

Checklist of Forms to Accompany Proposal

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals:

(1) Vendor Application Form (Appendix C)
(2) Disclosure of Government Positions
(3) Debarment Certification (Appendix B)

The County reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the Galveston County Web Site; Proposers should check this web page daily for new information. The County will endeavor to answer all written questions timely received no later than **Wednesday, July 31, 2013 at 5:00 p.m.** The County reserves the right not to answer all questions. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any County employee other than the contracting officer listed above regarding this RFP. The County reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the County.

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Conditions for Proposal Acceptance

This RFP does not commit the County to award a contract or to pay any costs incurred for any services. The County, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The County may waive any irregularity in any proposal. All proposals will become the property of the County of Galveston. **If any proprietary information is contained in the proposal, it should be clearly marked and identified.**

EVALUATION CRITERIA

Galveston County intends to award the contract to the qualified firm which best demonstrates the commitment and application of experience, resources, and methods to the unique objectives established by Galveston County. Written responses to this RFP will be used to evaluate each firm's qualifications, proposed members, and the suitability of indicated approaches or plans for the requested products and services.

At each stage of the process, the County will consider any number of individual factors weighing on each firm's qualifications. These considerations will include but are not limited to the following:

Qualifications of Entity------- max 25points
Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

Approach to Providing the Requested Scope of Services-------max 25points
Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

Price Proposal-----max 25points - Please submit Price Proposal in a separate envelope within original submittal
Price Proposals will be evaluated on the basis of the Total Estimated Price.

Equipment Proposal-----max 25points
Longevity, durability, functionality, reliability, proven track record of equipment proposed

PROCESS FOR SUBMITTING PROPOSALS

Content of Proposal:
The proposal must be submitted using the format as indicated in the proposal format guidelines.

Preparation of Proposal:
Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

Number of Proposals:
Sealed proposals in sets of five (5), one (1) original and four (4) copies plus one (1) disk copy will be received in the office of the County Purchasing Agent. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

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Submission of Proposals:
Complete written proposals must be submitted in sealed envelopes marked and received no later than **2:30 P.M.** on **August 6, 2013** to the address below. Proposals will not be accepted after this deadline. **Faxed or e-mailed proposals will not be accepted.**

Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Government Code, the County will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the County's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. **Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The County may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the County reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The County may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the County. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The County may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the County may elect to negotiate directly with one or more Proposers to obtain the best result for the County prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be conducted at the County of Galveston. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the services should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the County may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The County may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the best valued responsible bidder. The County may recommend

award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If negotiations cannot be concluded successfully within a time period determined by the County, the County may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the County, the County requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months.

CONDITIONS TO AGREEMENT (IF ANY)

The selected Proposer will execute an Agreement for Services with the County describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the County and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the County may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

STANDARD TERMS AND CONDITIONS

Amendments -The County reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the Galveston County Web site. Proposers should check this web page daily for new information.

Cost for Preparing Proposal -The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the County.

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APPENDIX A

SPECIFICATIONS

Desktop PC (Equivalent to Dell Optiplex 3010 desktop case)

- minimum Microsoft Windows 7 Professional, 64 bit english
- Intel i5 processor 3.2Ghz or better, 3MB Cache or better,
- 6Gb RAM,
- 16X DVD+/-RW SATA
- 500Gb 3.0Gb/s SATA hard drive with 16MB databurst Cache
- Intel integrated graphics with DVI, HDMI, VGA-
- USB Keyboard
- USB optical mouse
- internal speaker
- 10/100/1000 Base T Ethernet,
- three (3) year warranty (basic hardware with 3 year mail in service)
- 19 inch wide screen monitor with Analog and Digital inputs.

Laptop (Equivalent to Dell Latitude E6530)

- minimum Microsoft Windows 7 Professional, 64 bit english
- Intel i5 processor 2.8Ghz or better, 3MB Cache or better,
- 6Gb RAM,
- 8X DVD+/-RW
- 320Gb hard drive
- Intel integrated graphics with DVI, HDMI, VGA-
- Bluetooth
- internal speaker
- 802.11 g/n WIFI
- 6cell battery
- AC adapter
- PCMCIA card slot
- minimum 15.6" HD LCD display
- integrated HID compliant smart card reader (or USB supplied)
- port replicator /docking station with AC adapter
- 10/100/1000 Base T Ethernet
- three (3) year warranty (basic hardware with 3 year mail in service)

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Optional Services for installation County Wide.

- Services for removal and installation of new Hardware at the following locations:

-Site Name	Address 1	Suburb	State	Postcode
JP7	4500 10th St	Bacliff	Texas	77518
Bacliff Senior Center	4503 11th St	Bacliff	Texas	77518
Crystal Beach Annex	946 Nobel Carl Rd	Crystal Beach	Texas	77650
Road & Bridge/Mosquito Control	5115 Hwy 3	Dickinson	Texas	77539
Dickinson Senior Center	2714 Hwy 3	Dickinson	Texas	77539
Tax Office - Friendswood	910 S. Friendswood Drive	Friendswood	Texas	77546
Friendswood Senior Center	416 Morningside	Friendswood	Texas	77546
San Luis Pass	35930 Hwy 3005	Galveston	Tx	77554
Sam Popovich Annex	1922 Sealy Ave	Galveston	Texas	77550
Moody Plaza	123 Rosenburg	Galveston	Texas	77550
Justice Center Law Enforcement Bldg	601 54th St	Galveston	Texas	77551
Justice Center Jail	5700 Ave H	Galveston	Texas	77551
Justice Center Courts	600 59th St	Galveston	Texas	77551
Courthouse Main	722 Moody Ave	Galveston	Texas	77550
Agricultural Extension Office	4102 FM 519 W. (REAR)	La Marque	Texas	77568
JP3	203 Vauthier	LaMarque	Texas	77568
Carbide Park	4102 FM 519 (Main St)	LaMarque	Texas	77568
League City Annex	174 Calder Road	League City	Texas	77573
Auto Crimes Task Force	1620 Gill Rd	League City	Texas	77539
Road & Bridge Bolivar	724 Loop 108	Port Bolivar	Texas	77650
Fort Travis	800 7th St	Port Bolivar	Texas	77650

REQUEST FOR PROPOSAL
DESKTOP COMPUTERS AND LAPTOPS
GALVESTON COUNTY, TEXAS

APPENDIX B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B131034
Solicitation Title: Desktop Computers and Laptops

Contractor hereby CERTIFIES that:

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

_____ _____
Name of Business Date

By:_____ _____
Signature Printed Name & Title

APPENDIX C

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

All interested parties seeking consideration for qualified vendor status with the County of Galveston **should complete and return only the following attached forms to:**

Galveston County Purchasing Department
722 Moody Avenue, (21st Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

Certificate(s) of Insurance: **If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.**

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

Code of Ethics - Statement of Purchasing Policy:

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

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

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

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

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

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

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.

- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

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

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

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

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

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

Questions/Concerns:
If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at **(409) 770-5371**.

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

Galveston County Purchasing Agent
722 Moody Avenue (21st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371 *office*
(409) 621-7987 *fax*

1.

Business Name:	
Attention Line:	

2.

Physical Address:			
City:		State:	Zip+4:

3.

Billing / Remit Address:			
City:		State:	Zip+4

4.

Main Contact Person:	
Main Phone Number:	
Fax Number:	
E-mail Address:	

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

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)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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
☐☐☐ - ☐☐ - ☐☐☐☐

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 ▶** | **Date ▶**

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 a percentage 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.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "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/ disregarded entity name" line.

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/ disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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]

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

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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 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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 [1]
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]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "Business name/disregarded entity" 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. Grantor also must provide a Form W-9 to trustee of trust.

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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 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.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007