



BID#:B132012
OPEN: 09/12/2013
TIME: 2:00 PM

INVITATION TO BID WASTE DISPOSAL SERVICES GALVESTON COUNTY, TEXAS

Sealed bids in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **09/12/2013** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550. Any bid received after **2:00 PM** on the date specified will be returned unopened.

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

Bid #: B132012
WASTE DISPOSAL SERVICES

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

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

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

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

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

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
Galveston County

**GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of seven (7), one (1) original and six (6) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

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

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

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

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: rufus.crowder@co.galveston.tx.us

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

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

3. TIME FOR RECEIVING BIDS

Bids may be submitted by postal mail or hand delivered to the reception desk of the Purchasing Department. Bids will not be accepted by fax or electronic mail unless superseded by instruction(s) within the Request for Bid or Request for Proposal document. Bids 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 bids 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 bid was received at the proper time.

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

GENERAL PROVISIONS WASTE DISPOSAL SERVICES GALVESTON COUNTY, TEXAS

4. BID OPENING

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

5. REJECTION OF BIDS

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

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

7. SUBSTITUTES

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

8. EXCEPTIONS TO BID

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

9. PRICING

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

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

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

10. PROCUREMENT CARD

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

11. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its

**GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

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/>.

12. PASS THROUGH COST ADJUSTMENTS

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

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

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

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

13. MODIFICATION OF BIDS

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

14. AWARD OF BIDS

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

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

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

**GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

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

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

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

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

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

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

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

15. RESULTANT CONTRACT

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

16. CONTRACT TERM

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

17. TERMINATION FOR DEFAULT

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

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

**GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

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

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. FORCE MAJEURE

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

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

20. ESTIMATED QUANTITIES

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

21. CONTRACTOR INVESTIGATION

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

22. NO COMMITMENT BY COUNTY OF GALVESTON

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

**GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

23. SINGLE BID RESPONSE

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

24. REJECTION/DISQUALIFICATION OF BIDS

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

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

25. CHANGES IN SPECIFICATIONS

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

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

26. BID DISCLOSURES

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

27. PROTEST

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

28. WITHDRAWAL OF BID

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

**GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

29. **INDEMNIFICATION**

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

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

30. **PROOF OF INSURANCE**

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

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

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

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.

31. **CONFLICT OF INTEREST DISCLOSURE REPORTING**

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

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.

**GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set 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.

33. NON-COLLUSION AFFIDAVIT

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

GENERAL PROVISIONS WASTE DISPOSAL SERVICES GALVESTON COUNTY, TEXAS

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

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

34. **PROCUREMENT ETHICS**

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

General Ethical Standards

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

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

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.

GENERAL PROVISIONS WASTE DISPOSAL SERVICES GALVESTON COUNTY, TEXAS

Gratuities

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

Kickbacks

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

Contract Clause

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

Confidential Information

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

35. OPEN RECORDS

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

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

36. 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.

37. 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.

GENERAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

38. 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.

39. NOTICE

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

To the County at:

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

And to:

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

Bob Boemer
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 770-5560

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

SPECIAL NOTE:

The Special Provision section of this Invitation to Bid 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 Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

Intent:

The County of Galveston is seeking bids from qualified firms, here in after referred to as the Bidder or Contractor, to provide collection and disposal of bulk trash, construction & demolition debris, garbage, and recyclable materials through the use of Contractor owned dumpsters serviced by Contractor owned trucks in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

The successful bidder is to provide solid waste services in compliance with all applicable federal, state, and local, laws, rules, regulations, ordinances, and orders. This includes, but is not limited to, all Texas Commission on Environmental Quality (TCEQ) rules governing solid waste.

Eligibility:

To be considered for award of a contract, the bidder must demonstrate that they, or the principals assigned to the project, have contractual experience in the operation of a solid waste collection services for a county, municipality, or enterprise requiring similar services as specified in this solicitation. The bidder must provide a list of existing collection contracts including contact information for verification purposes documenting five (5) years experience.

The Bidder shall be required to demonstrate to the satisfaction of the County that they are financially viable, have sufficient equipment, experienced personnel, and the expertise to perform the services required by this ITB. The County may conduct a site visit of the contractor's facilities as part of the County's determination of the Bidder's responsiveness and responsibility to perform to the requirements of this ITB.

By submitting a bid in response of this solicitation, Bidder expressly affirms and certifies that it:

1. is a duly qualified, capable, and otherwise bondable business entity;
2. has a minimum of five (5) years experience in the provision of waste collection and/or disposal services;
3. is not in receivership;
4. does not owe any back taxes within Galveston County, Texas;
5. is able and capable of performing its duties under this contract through its own resources without subcontracting or assignment;
6. is normally engaged in this type of business; and
7. is familiar with and will abide by all laws, regulations, and customs applicable to this type of service.

Term:

The initial contract term shall commence on the date of award by the Galveston County Commissioners' Court and shall end three (3) years from that date. The County reserves the right to extend the contract for two (2) additional one (1) year terms under the same terms, conditions, and specifications, however subject to cost adjustment as provided herein, providing both parties agree to the extension, Contractor performs satisfactorily, and such extensions are approved by the Commissioners' Court. The entire contractual period shall not exceed a total of five (5) years.

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

Definitions:

Solid Waste: Solid waste shall include, without limitation, all waste accepted at authorized and fills as processable waste including; garbage, food scraps, food containers, rubbish, refuse and garden or horticultural trash. Construction debris is excluded.

Recyclable Material: Those items that are acceptable for resource recovery such as newspaper, office paper, mixed paper, corrugated cardboard, boxboard, plastic bottles, aluminum cans, steel cans, glass containers, yard waste, etc.

Bulk Waste: Those items that are not acceptable as processable waste such as, metal furniture, white goods, small appliances, etc.

Construction & Demolition: Unprocessable building debris including wire, iron pile, concrete rubble, mixed roofing materials, rock, gravel and other earthen materials, etc.

Processable Waste: The term “processable waste” shall mean that portion of the solid waste stream which is capable of being processed in a mass burn resource recovery facility and authorized landfill facilities including, but not limited to, all forms of household and other garbage, trash, rubbish, refuse, combustible agriculture, commercial and light industrial wastes, commercial waste, leaves and brush, paper and cardboard, plastic, wood and lumber, rags, carpeting, occasional tires, wood furniture, mattresses, stumps, wood pallets, timber, tree limbs, ties, and logs, and excluding unprocessable waste and unacceptable waste.

Unprocessable Waste: The term “ unprocessable waste” shall mean that portion of the solid waste stream that is predominantly non-combustible and therefore, should not be processed in a mass burn resource recovery system. Unprocessable waste shall include, but not limited to, metal furniture and appliances, concrete rubble, mixed roofing material, non-combustible building debris, rock, gravel and other earthen materials, equipment, wire and cable, and any item of solid waste exceeding six feet in any one of its dimensions such that a sphere with a diameter of eight inches could be contained within such mass portion, and processable waste (to the extent that it is contained in the normal unprocessable waste stream).

Unacceptable Waste: The term “unacceptable waste” shall mean motor vehicles, trailers, comparable bulky items of machinery or equipment, highly inflammable substances, hazardous waste, sludge, pathological and biological wastes, liquid wastes, sewage, manure, explosives and ordinance materials, and radioactive materials. Unacceptable Waste shall also include any other material not permitted by State or Federal law or regulation to be disposed of at a landfill.

Recyclable Material: The term “recyclable material” is material that is separated and recycled at the source of generation that has a resource recovery value such as newspaper, office paper, mixed paper, corrugated cardboard, boxboard, plastic bottles, aluminum cans, steel cans, glass containers, yard waste, etc.,

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

Control, Supervision, and Approval Supervision:

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 County's Authorized Representatives who for the purposes of this contract are:

Facilities

**Charles Kenworthy
Director of Facilities
County of Galveston
722 Moody (21st Street)
Sixth (6th) Floor
Galveston, Texas 77550
Telephone: (409) 766-2385**

E-mail: Charles.Kenworthy@co.galveston.tx.us

Road & Bridge Department

**Lee Crowder
Drainage & Beach Manager
5115 Hwy 3
Dickinson, TX 77539
(281) 534-4152**

Lee.Crowder@co.galveston.tx.us

Parks & Senior Services Department

**Cameron Parker
Parks Operations Manager
County of Galveston
4102 Main St. (FM 519)
La Marque, TX 77568
Telephone: 409-934-8118**

Cameron.Parker@co.galveston.tx.us

Nuisance Abatement

**Garret Foskit
1620 Gill Rd
Dickinson TX 77539
409 766 4509**

Garret.Foskit@co.galveston.tx.us

Contractor Deliverables:

The Contractor shall collect and dispose of solid waste, bulk trash, construction and demolition debris, and recyclable material from various County locations. Collections are to be made from bulk containers or dumpsters (4, 6, or 8 cubic yards in size) and by roll-off containers (20, 30, or 40 cubic yards in size) by use of commercial grade garbage disposal and roll-off loader trucks. Container rental or lease and maintenance charges, if any, must be included as an integral part of the collection costs per cubic yard.

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

Attachment A is a list indicating service locations, number and sizes of containers, etc. Locations, sizes of containers, and frequency of pickup listings are estimates for bidding purposes only at the time of this solicitation. Locations, sizes of containers, and frequency of pickup listings may vary and actual service levels may change by contract signage time due to the changing nature/volume of solid waste generated. The Collection Cost per cubic yard, Disposal Cost per cubic yard, Total Cost per cubic yard must be the same for every location unless notated in Contractor's bid submittal and accepted by the County.

Attachment B is a list indicating the Galveston County Holiday schedule as approved by the Galveston County Commissioners' Court.

Line Item Detail – Pricing Proposal Sheet:

Bidders must provide pricing for daily/weekly/monthly and each "pull and reset" as requested on the included Line Item Detail sheet provided in the solicitation. Pricing shall include all applicable fees (surcharges). No price increases shall be allowed during the contracted period unless provided for in the Special Provisions, page 17, Price Adjustment and agreed upon by both parties. Galveston County is tax exempt; therefore no taxes should be added to the price structure.

During each contractual period, as requirements change, the County's Authorized Representatives may make any changes to this list as necessary by notifying the Contractor. Changes may include location increases or decreases in number and/or size of containers and the frequency of pickup. Contract costs shall remain the same regardless of increases or decreases in service.

Trucks and Bulk Containers:

All trucks and bulk containers provided by the Contractor to be used in the service of this contract will be maintained in good condition and appearance. The trucks must be equipped with appropriate container lifting devices. The Contractor will be responsible for all operating and maintenance costs associated with providing services under this contract. The Contractor must own equipment used in the service of this contract. Trucks and containers must display the company's name and phone number. All containers must display cubic yard stickers on the front side indicating the size of the container for auditing and billing purposes.

Containers must be well maintained, freshly painted, and above average in appearance. Containers must be maintained in a clean and sanitary condition including odor control. Containers must be returned to the original storage location

Changes in Service Levels – Ordering On-Call Service:

A County Authorized Representative must make all requests for changes in regularly scheduled service levels under this contract in writing. If a request for a change in service level is made by a County end-user department other than the County's Authorized Representatives, the Contractor will not act upon that request but instead inform the requesting party that the request must be received from a County Authorized Representative.

Requests for On-Call Roll-off Container Service may be made directly by the end-user departments to the contractor. Contractor will be responsible to obtain Purchase Order and billing information, and invoice the end-user department for services. **No services are to be delivered without the accompaniment of a valid Galveston County Purchasing Department issued Purchase Order.**

Deliveries and Services:

- A. **General Delivery:** Containers will be delivered and picked up within 48 hours of the County's request Monday – Saturday (6 days) to sites approved by the County per all-inclusive contract rates. Re-occurring scheduled service is listed in **Attachment A**.

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

- B. **Special Events:** (ON-CALL) Sunday-Saturday (7 days)
Priority and Emergency Service (within 2 hours)
General Delivery service rates shall apply to pre-scheduled special events.
Monday – Sunday; 7:00am-5:00pm.
- C. **Service Charges:** It is recommended that Service Charges be calculated on a three (3)-hour operating window. Example: Three (3) hour Labor call-in pay; drive to job site; pick-up container; drive to disposal facility; and return to yard. When there is an occurrence that multiple containers have been ordered and service is required under this special event service charge provision, then the Service Charge may be applied per container.

Roll-Off Containers:

* **The majority of roll-off container use is intended to be under the General Delivery Terms & Conditions. However, based on the County's needs, the Contractor agrees to provide service when requested. Below is a historical list of usage examples:**

Bolivar Peninsula – Standard Service:

- **Bolivar Peninsula Road & Bridge Facilities - Noble Carl Drive and 724 Broadway:** The four (4) 30 yard roll-off containers located at these Road & Bridge facilities are used for the garbage and waste gathered by the County's Trash Barrel Pick-up on Bolivar Peninsula waste contractor. This contractor empties approximately 189 beach trash barrels, three (3) times-a-week from May thru September annually. Due to the volume of trash and nature of filling the empty versus partial full roll-off containers, the pulling and re-setting of these containers needs to be **performed at a maximum of four (4) hours from the request of service by the County's Authorized Representative.**
- **16st Street / Boyt Road / Lazy Lane / Kahla Road / Stingaree Road:**
The 30-yard roll-off containers located in these areas are to be **pulled and reset as needed by the end of the requested business day**, Monday through Friday of each week, May through September, as requested by the County's Authorized Representative.

Special Events:

Regular dumpster and Roll-off container services shall be provided for special events, which may include "pulls and resets", and additional service on Holidays, Sundays, and special night hours of 5:00pm-7:00am.

The successful contractor shall supply and service requested areas during the dates requested with at least one (1) month advance notice for large events similar to event types as described below during each contractual period. The quantities are estimates only for bidding purposes and reflect previous usage.

The County may also request roll-off containers and/or dumpsters for special events with one (1) week's notice. There will be no need to have a facilitator from the contractor at smaller events.

Below is an example of what the County may request multiple times (2-3) throughout the year. These events could be anywhere within Galveston County including the Bolivar Peninsula.

The successful contractor shall have a company representative (as required by the County) onsite for the duration of the special event to facilitate "pulls and resets" for event success.

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

- **June 2013 - San Leon, Texas:**
Twenty-eight (28), 30-40 yard, roll-off containers were utilized containing compacted Type IV material and chipped vegetative waste over a two (2) day period. Large amounts of debris were re-directed due to early (3 hours) shut down on each scheduled day. This event took place in an area that would only facilitate the placement of seven (7) roll-off containers at a time with multiple roll-off containers being filled simultaneously. Approximately one (1) roll-off container was pulled and another set every 30-45 minutes. The accumulated waste was and will be compacted by utilizing a Galveston County or Municipal Utility District supplied backhoe tractor. This event and others like it require significant planning and logistics for program success. The County's Authorized Representative has been facilitating these types of events for several years and is knowledgeable of how they transpire. The County will be using a different site in the future to provide better traffic flow as well as a larger area of operation with all-weather capability.

Business Plan:

Bidder should provide the following business plan attachments with the bid submittal:

- A. **Equipment Inventory:** Submit a listing of your equipment and include, but not limit to; make, body type, size, chassis model, year, condition and whether owned or leased.
- B. **Business References:** List a minimum of three (3) business references and include; name, type of business, address, owner, and telephone number.
- C. **Cancellation/Termination of Contracts:** List any leases and/or contracts for the collection and disposal of solid waste held by your organization that have ever been cancelled or terminated before the end of the contract term by either party. Include the municipality or business name, location, and circumstances.
- D. **Personnel Qualifications:** List your personnel qualifications and include; name of the person(s) who will perform contract services, position, qualifications, and years of experience.
- E. **Operational Experience:** List your operational experience for County, municipality, and non-municipality service. Include the business identity, period of operation, name of an officer of the organization whom the County may contact and telephone number.
- G. **Facilities:** Describe your facilities and location including maintenance operations. Include the number of personnel assigned each type of operation, number of personnel assigned 24-hour service, system radio dispatch and any backup equipment if not previously listed.
- H. **Additional Information:** If there is any additional information that will assist the County in evaluating your bid, submit with your bid proposal as a separate attachment.

Price Adjustments:

Prices for all services provided under this contract shall remain firm for the initial contract term. Thereafter, prices for each remaining initial contract term and each extension contract term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the Consumer Price Index – All Urban Consumers CPU-U All Items Galveston County Area as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior.

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

Any requested price increases shall be fully documented and submitted to the County at least **ninety (90) days prior to the contract anniversary date**. Any approved cost adjustments shall become effective upon the anniversary date of the contract and remain firm for the new contract period. In the event the CPI or industry costs decline, the County shall have the right to receive from the contractor a reasonable reduction in costs that reflect such cost changes in the industry. The County may, after examination, refuse to accept the adjusted price lists if they are not properly documented, increases are considered to be excessive, or any decreases are considered to be insufficient.

In the event the County does not wish to accept the price adjustments and the matter cannot be resolved to the satisfaction of the County, the contract may be cancelled by the County with thirty, (30) days of issuing a written notice to the Contractor.

Site Visits:

It will be the sole responsibility of the bidder to inspect the County's location(s) as listed on **Attachment A**, prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

Complaints:

The Contractor shall make every possible effort to resolve all complaints within twenty-four (24) hours from the receipt of the complaint by the County. User departments will file complaints with the Authorized County Representative who will pass them on to the Contractor. If the Contractor does not satisfy a complaint within the time specified, the County will take corrective action and the Contractor shall pay all costs incurred by the County in doing so by deduction from the monthly invoice.

Missed Collections:

In the event that individual units are missed during regular scheduled collection, or if missed during a pre-arranged Special Event whereas it is determined that the roll-off container must be emptied or removed (example from the roadway), the Contractor shall have two hours after he is called or otherwise notified to provide service. If the Contractor fails to collect from the missed units within two (2) hours of scheduled collection or Special events (except in case of emergencies) or otherwise fails to comply with any of the terms, conditions, and specifications of this contract, the County may, with its own forces or others, cause the solid waste to be collected or otherwise perform specified services and charge the cost of performance including overhead to the Contractor by deducting said cost from the monthly invoice.

Damage to Public and/or Private Property:

Collectors shall use extreme care to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site to prevent damage to the property of customers. The Contractor shall be responsible for any damage to such property proven to be caused by the negligence of its agents or employees in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the County.

Hours/Days of Operation:

Collections, deliveries, and pickups shall be made with a minimum of noise and disturbance between the hours of **7:00 am and 5:00 pm**. A County Authorized Representative must approve any changes to these hours per their respective areas. Roll-off services will be provided Monday – Sunday and/or as specified by a Special Event request.

Holidays: (see attached Attachment B for County Holidays)

All requested services shall be available and provided on all holidays.

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

Special Events:

Regular dumpster and Roll-off container services shall be provided for special events, which may include “pulls and resets”, and additional service on Holidays, Sundays, and special night hours of 5:00pm-7:00am.

Container Locations and Sizes/Frequency of Service:

See Attachment A for locations and scheduled service frequency.

“On-Call” services will be on an “as needed” basis.

Monthly Invoicing:

Invoices for services rendered under this contract shall be prepared monthly in a manner specified by the Program Administrator and rendered for payment to the **County of Galveston’s Auditing Department** in the month following the month within which the services were received. All invoices must have a Purchase Order Number listed on the invoice to be properly processed. The County Auditor’s address is as follows:

**Galveston County Auditing Department
Attn. Accounts Payable
P.O. Box 1418
Galveston, Texas 77553**

The County retains the right to require separate invoices for each department receiving solid waste collection services from the Contractor.

“On-Call” Roll-off Services will be billed directly to the end-user County department. Invoices shall be clear and conform to specifications so that they can be checked for accuracy. The information on the invoice shall include:

1. Requesting end-user department name
2. Billing account number
3. Location name
4. Location address
5. Number of containers at the location
6. Size of containers (in cubic yards)
7. Number of pickups
8. Total unit cost (per container/cubic yard)
9. Service Charge, if applicable
10. Purchase Order Number

A County Authorized Representative must approve information on Contractor’s monthly invoices or bills. Contractor will supply disposal tonnage at the County’s request.

Additional Items/Duties:

The County may require additional items/duties of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items/duties, and shall provide the County prices on such additional items or duties based upon a formula or method, which is the same, or similar to that used in establishing the prices in his Bid. If the price(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**SPECIAL PROVISIONS
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

Emergency Preparedness:

Contractor agrees that during instances of extreme incimate weather conditions, the County is not responsible for re-locating, removal, or the proper securing of the Contractor's dumpsters, containers, or other supplied affiliated devices for safety or loss of structure concerns. Any and all repairs and/or replacements due to damages resulting from failure to secure or remove the aforementioned items will come at the sole cost to the Contractor.

Permits, Taxes, Licenses, Franchise Fees:

The successful bidder shall at his own expense obtain all necessary permits, pay all license fees and taxes, shall be required to comply with all local ordinances, State and Federal laws, rules and regulations, and inter-local agreements that would apply to this contract. The Contractor shall be responsible for the collection and disposal of solid waste in accordance with his license to perform such services in the County.

SAMPLE AGREEMENT:

All bids are required to include a Sample Agreement with their bid submittal. The sample agreement will be reviewed by Galveston County Legal and the terms will be negotiated with the successful bidder.

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ATTACHMENT A

ATTACHMENT A

Bid #B132012

Waste Disposal Services

**Galveston County - Waste Disposal Services
Locations and Pick-up Schedule**

LOCATION	SCHEDULE	QUANTITY	SIZE/TYPE
Animal Resource Center 3412 25th St Texas City, TX 77590	3 x Week Monday/Wednesday/Friday	1	6 YD/Dumpster
Office of Emergency Management 1353 FM 646 Dickinson, TX 77539	1 x Week Thursday	1	8 YD/Dumpster
Crystal Beach Annex 946 Noble Card Rd Crystal Beach, TX 77650	1 x Week Monday	1	3 YD/Dumpster
Galveston County Joe Faggard Building 1750 Hwy 87 Crystal Beach, TX 77650	1 x Week Monday	1	3 YD/Dumpster
Wayne W. Johnson III Community Center @ Carbide Park 4102 FM 519 La Marque, TX 77568	2 x Week Monday/Friday	1	6 YD/Dumpsters
Jerry Esmond Juvenile Justice Center 6101 Atwater Texas City, TX 77590	3 x Week Monday/Wednesday/Friday	1	8 YD/Dumpster
Galveston County Medical Examiners Building 6607 Hwy 1764 Texas City, TX 77590	1 x Week Wednesday	1	4 YD/Dumpster
Auto Crimes Task Force 1620 Gill Rd Dickinson, TX 77539	1 x Week Tuesday	1	4 YD/Dumpster
Texas City Courthouse 2516 Texas Ave Texas City, TX 77590	1 x Week Thursday	1	8 YD/Dumpster
League City Annex 174 Calder Rd League City, TX 77573	1 x Week Tuesday	1	8 YD/Dumpster

ATTACHMENT A

Bid #B132012

Waste Disposal Services

**Galveston County - Waste Disposal Services
Locations and Pick-up Schedule**

LOCATION	SCHEDULE	QUANTITY	SIZE/TYPE
Galveston County Justice Center 600 59th St Galveston, TX 77551	5 X Week Monday - Friday	6	8 YD/Dumpsters
Galveston County Courthouse 722 Moody 21st St Galveston, TX 77550	5 X Week Monday - Friday	6	8 YD/Dumpsters
Galveston County Jail 5700 Ave H Galveston, TX 77550	3 x Week Monday/Wednesday/Friday	1	32 YD/Compactor
Dickinson Community Center 2714 Hwy 3 Dickinson, TX 77539	2 x Week Tuesday/Friday	1	3 YD/Dumpster
West County Building 11730 Hwy 6 Santa Fe, TX 77510	1 x Week Tuesday	1	2 YD/Dumpster
Runge Park 4605 Peck Rd Santa Fe, TX 77517	2 x Week Tuesday/Friday	1	4 YD/Dumpster
Runge Park 4605 Peck Rd Santa Fe, TX 77517	2 x Week Tuesday/Friday	1	6 YD/Dumpster
Jack Brooks Park 5700 FM 2004 Hitchcock, TX 77563	2 x Week Monday/Friday	1	4 YD/Dumpster
Jack Brooks Park 5700 FM 2004 Hitchcock, TX 77563	2 x Week Monday/Friday	1	6 YD/Dumpster
Mid County Annex 9850 Emmet F. Lowery Expsy Texas City, TX 77590	Pull and reset as requested	1	25 YD/Compactor

ATTACHMENT A

Bid #B132012
Waste Disposal Services

**Galveston County - Waste Disposal Services
Locations and Pick-up Schedule**

LOCATION	SCHEDULE	QUANTITY	SIZE/TYPE
Fire Station #5 5728 Ball St Galveston, TX 77551	1 x Week Thursday	1	8 YD/Dumpster
West County Service Center 5101 Ave H Santa Fe, TX 77517	2 x Week Monday/Friday	1	6 YD/Dumpster
Paul Hopkins Park 1000 FM 517 Dickinson, TX 77539	1 x Week Wednesday	1	3 YD/Dumpster
Bacliff Community Center 4503 11th St Bacliff, TX 77518	1 x Week Tuesday	1	6 YD/Dumpster
Fort Travis Seashore Park 900 Hwy 87 Port Bolivar, TX 77650	1 x Month Pull and reset as requested	1	20 YD/Roll Off Container
Galveston County Road & Bridge Department 5115 Hwy 3 Dickinson, TX 77539	2 x Week Monday/Thursday	1	6 YD/Dumpster
Galveston County Seawall Maintenance 2601 Loop 197 S Texas City, TX 77590	1 x Week Friday	1	6 YD/Dumpster
Galveston County Mosquito Control 5115 Hwy 3, (Rear Bldg) Dickinson, TX 77539	1 x Week Thursday	1	4YD/Dumpster
Bolivar Peninsula Road & Bridge Facility 724 Broadway Port Bolivar, TX 77650	1 x Week Friday	1	3 YD/Dumpster
Bolivar Peninsula Road & Bridge Facility 724 Broadway Port Bolivar, TX 77650	Pull and reset as requested	1	30 YD/Roll Off Containers

ATTACHMENT A

Bid #B132012

**Galveston County - Waste Disposal Services
Locations and Pick-up Schedule**

Waste Disposal Services

LOCATION	SCHEDULE	QUANTITY	SIZE/TYPE
Bolivar Peninsula Road & Bridge Facility Noble Carl Dr Port Bolivar, TX 77650	Pull and reset as requested	3	30 YD/Roll Off Containers
Rollover Pass Gilchrist, TX 77617	1 x Week Monday	1	6 YD/Dumpster
Bolivar Peninsula Beach (Various Roads) 16th St Port Bolivar, TX 77650	Pull and reset daily	1	30 YD/Roll Of Container
Bolivar Peninsula Beach (Various Roads) Boyt Rd Port Bolivar, TX 77650	Pull and reset daily	1	30 YD/Roll Of Container
Bolivar Peninsula Beach (Various Roads) Lazy Lane Crystal Beach, TX 77650	Pull and reset daily	1	30 YD/Roll Of Container
Bolivar Peninsula Beach (Various Roads) Kahla Rd Crystal Beach, TX 77650	Pull and reset daily	1	30 YD/Roll Of Container
Bolivar Peninsula Beach (Various Roads) Stingaree Rd Crystal Beach, TX 77650	Pull and reset daily	1	30 YD/Roll Of Container

ATTACHMENT B

ATTACHMENT B
Waste Disposal Services
Galveston County

Bid #B132012
Waste Disposal Services

GALVESTON COUNTY HOLIDAY SCHEDULE - 2013		
Holiday	Date	Day of the Week
New Year's Day	Jan. 1	Tuesday
Martin Luther King Day	Jan. 21	Monday
Good Friday	Mar. 29	Friday
Memorial Day	May 27	Monday
Independence Day	July 4	Thursday
Labor Day	Sept. 2	Monday
Veterans Day	Nov. 11	Monday
Thanksgiving	Nov. 28/Nov.29	Thursday/Friday
Christmas Eve	Dec. 24	Tuesday
Christmas Day	Dec. 25	Wednesday

GALVESTON COUNTY HOLIDAY SCHEDULE - 2014		
Holiday	Date	Day of the Week
New Year's Day	Jan. 1	Wednesday
Martin Luther King Day	Jan. 20	Monday
Good Friday	April 18	Friday
Memorial Day	May 26	Monday
Independence Day	July 4	Friday
Labor Day	Sept. 1	Monday
Veterans Day	Nov. 11	Tuesday
Thanksgiving	Nov. 27/Nov.28	Thursday/Friday
Christmas Eve	Dec.24	Wednesday
Christmas Day	Dec. 25	Thursday

LINE ITEM DETAIL

BID #: B132012
OPEN: 09/12/2013
2:00 PM

WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	90590	Animal Resource Center 3412 25th St Texas City TX 77590 Pricing for 1, 6 YD/Dumpster serviced 3x Week, Monday/Wednesday/Friday	1	MO		\$ _____	\$ _____
0002	90590	Office of Emergency Management 1353 FM 646 Dickinson TX 77539 Pricing for 1, 8 YD/Dumpster serviced 1x Week, Thursday	1	MO		\$ _____	\$ _____
0003	90590	Wayne W. Johnson III Community Center @ Carbide Park 4102 FM 519 La Marque TX 77568 Pricing for 1, 6 YD/Dumpster serviced 2x Week, Monday/Friday	2	MO		\$ _____	\$ _____
0004	90590	Jerry Esmond Juvenile Justice Center 6101 Attwater Texas City TX 77590 Pricing for 1, 8YD/Dumpster serviced 3x Week, Monday/Wednesday/Friday	1	MO		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B132012
OPEN: 09/12/2013
2:00 PM

WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0005	90590	Galveston County Medical Examiners Building 6607 Hwy 1764 Texas City TX 77590 Pricing for 1, 4 YD/Dumpster serviced 1x Week, Wednesday	1	MO		\$	\$
0006	90590	Auto Crimes Task Force 1620 Gill Rd Dickinson TX 77539 Pricing for 1, 4 YD/Dumpster serviced 1x Week, Tuesday	1	MO		\$	\$
0007	90590	Texas City Courthouse 2516 Texas Ave Texas City TX 77590 Pricing for 1, 8YD/Dumpster serviced 1x Week, Thursday	1	MO		\$	\$
0008	90590	League City Annex 174 Calder Rd League City TX 77573 Pricing for 1, 8YD/Dumpster serviced 1x Week, Tuesday	1	MO		\$	\$

LINE ITEM DETAIL

BID #: B132012
OPEN: 09/12/2013
2:00 PM

WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0009	90590	Galveston County Justice Center 600 59th St Galveston TX 77551 Pricing for 6, 8YD/Dumpsters serviced 5x Week, Monday-Friday	6	MO		\$ _____	\$ _____
0010	90590	Galveston County Courthouse 722 Moody 21st St Galveston TX 77550 Pricing for 6, 8YD/Dumpsters serviced 5x Week, Monday-Friday	6	MO		\$ _____	\$ _____
0011	90590	Dickinson Community Center 2714 Hwy 3 Dickinson TX 77539 Pricing for 1, 3YD/Dumpsters serviced 2x Week, Tuesday/Friday	1	MO		\$ _____	\$ _____
0012	90590	West County Building 11730 Hwy 6 Santa Fe TX 77510 Pricing for 1, 2YD/Dumpster serviced 1x Week, Tuesday	1	MO		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B132012
 OPEN: 09/12/2013
 2:00 PM

**WASTE DISPOSAL SERVICES
 GALVESTON COUNTY, TEXAS**

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0013	90590	Runge Park 4605 Peck Rd Santa Fe TX 77517 Pricing for 1, 4YD/Dumpster serviced 2x Week, Tuesday/Friday	1	MO		\$ _____	\$ _____
0014	90590	Runge Park 4605 Peck Rd Santa Fe TX 77517 Pricing for 1, 6YD/Dumpster serviced 2x Week, Tuesday/Friday	1	MO		\$ _____	\$ _____
0015	90590	Jack Brooks Park 5700 FM 2004 Hitchcock TX 77563 Pricing for 1, 4YD/Dumpster serviced 2x Week, Monday/Friday	1	MO		\$ _____	\$ _____
0016	90590	Jack Brooks Park 5700 FM 2004 Hitchcock TX 77563 Pricing for 1, 6YD/Dumpster serviced 2x Week, Monday/Friday	1	MO		\$ _____	\$ _____

LINE ITEM DETAIL

**BID #: B132012
OPEN: 09/12/2013
2:00 PM**

**WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0017	90590	West County Service Center 5101 Ave H Santa Fe TX 77517 Pricing for 1, 6YD/Dumpster serviced 2x Week, Monday/Friday	1	MO		\$	\$
0018	90590	Paul Hopkins Park 1000 FM 517 Dickinson TX 77539 Pricing for 1, 3YD/Dumpster serviced 1x Week, Wednesday	1	MO		\$	\$
0019	90590	Bacliff Community Center 4503 111th St Bacliff TX 77518 Pricing for 1, 6YD/Dumpster serviced 1x Week, Tuesday	1	MO		\$	\$
0020	90590	Galveston County Road & Bridge Department 5115 Hwy 3 Dickinson TX 77539 Pricing for 1, 6YD/Dumpster serviced 2x Week, Monday/Thursday	1	MO		\$	\$

LINE ITEM DETAIL

**BID #: B132012
OPEN: 09/12/2013
2:00 PM**

**WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS**

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0021	90590	Galveston County Seawall Maintenance 2601 Loop 197 S Texas City TX 77590 Pricing for 1, 6YD/Dumpster serviced 1x Week, Friday	1	MO		\$ _____	\$ _____
0022	90590	Crystal Beach Annex 946 Noble Carl Rd Crystal Beach TX 77650 Pricing for 1, 3YD/Dumpsters serviced 1x Week, Monday	1	MO		\$ _____	\$ _____
0023	90590	N/A		EA		\$ _____	\$ _____
0024	90590	Galveston County Joe Faggard Building 1750 Hwy 87 Crystal Beach TX 77650 Pricing for 1, 3YD/Dumpster serviced 1x Week, Monday	1	MO		\$ _____	\$ _____
0025	90590	Fort Travis Seashore Park 900 Hwy 87 Port Bolivar TX 77650 Pricing for 1, 20YD/Roll off Container pull and reset as requested 1x Month	1	EA		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B132012
OPEN: 09/12/2013
2:00 PM

WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0026	90590	Bolivar Peninsula Road & Bridge Facility 724 Broadway Port Bolivar TX 77650 Pricing for 1, 3YD/Dumpster serviced 1x Week, Friday	1	EA		\$ _____	\$ _____
0027	90590	Bolivar Peninsula Road & Bridge Facility Noble Carl Dr Port Bolivar TX 77650 Pricing for 3, 30YD/Roll off Containers pull and reset when needed	3	EA		\$ _____	\$ _____
0028	90590	Rollover Pass Gilchrist TX 77617 Pricing for 1, 6YD/Dumpster serviced 1x Week, Monday	1	MO		\$ _____	\$ _____
0029	90590	Bolivar Peninsula Beach (Various Roads) 16th St Port Bolivar TX 77650 Pricing for 1, 30/YD Roll off Container pull and reset daily	1	EA		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B132012
 OPEN: 09/12/2013
 2:00 PM

**WASTE DISPOSAL SERVICES
 GALVESTON COUNTY, TEXAS**

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0030	90590	Bolivar Peninsula Beach (Various Roads) Boyt Rd Port Bolivar TX 77650 Pricing for 1, 30YD/Roll off Container pull and reset daily	1	EA		\$ _____	\$ _____
0031	90590	Bolivar Peninsula Beach (Various Roads) Lazy Lane Crystal Beach TX 77650 Pricing for 1, 30YD/Roll off Container pull and reset daily	1	EA		\$ _____	\$ _____
0032	90590	Bolivar Peninsula Beach (Various Roads) Kahla Rd Crystal Beach TX 77650 Pricing for 1, 30YD/Roll off Container pull and reset daily	1	EA		\$ _____	\$ _____
0033	90590	Bolivar Peninsula Beach (Various Roads) Stingaree Rd Crystal Beach TX 77650 Pricing for 1, 30YD/Roll off Container pull and reset daily	1	EA		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B132012
OPEN: 09/12/2013
2:00 PM

WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0034	90590	Galveston County Mosquito Control 5115 Hwy 3 (Rear Bldg) Dickinson, TX 77539 Pricing for 1, 4YD/Dumpster to be serviced 1x Week, Thursday	1	MO		\$ _____	\$ _____
0035	90590	Bolivar Peninsula Road & Bridge Facility 724 Broadway Port Bolivar, TX 77650 Pricing for 1, 30YD/Roll off Container pull and reset as requested	1	EA		\$ _____	\$ _____
0036	90590	Fire Station #5 5728 Ball St Galveston, TX 77551 Pricing for 1, 8YD/Dumpster to be serviced 1x Week, Thursday	1	MO		\$ _____	\$ _____
0037	54511	Galveston County Jail 5700 Ave H Galveston TX 77551 Pricing for 1, 32YD/Compactor to be serviced 3x Week, Monday/Wednesday/Friday	1	EA		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B132012
OPEN: 09/12/2013
2:00 PM

WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	54511	Mid County Annex 9850 Emmet F Lowery Expsy Texas City TX 77590 Pricing for 1, 25YD/Compactor Pull and reset as requested	1	EA		\$ _____	\$ _____

Extended Price Total of all Item \$ _____

BID #: B132012
OPEN: 09/12/2013
2:00 PM

BID SHEET
WASTE DISPOSAL SERVICES
GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ _____

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

COMPANY NAME

DATE

AUTHORIZED REPRESENTATIVE'S SIGNATURE

PRINTED NAME

TITLE

CORRESPONDENCE ADDRESS

REMIT ADDRESS

CITY, STATE ZIP CODE

CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

TELEPHONE NUMBER

FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____



County of Galveston
ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELGIBILITY
Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: BID# B132012

Solicitation Title: Waste Disposal Services

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



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).

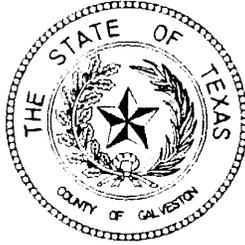
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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
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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:	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> 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.

Social security number									

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

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 ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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.

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.

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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ 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.

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
For vendor or other person doing business with local governmental entity

FORM CIQ

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