# GALVESTON COUNTY
# PURCHASING DEPARTMENT

## REQUEST FOR PROPOSAL

## RFP #B161032

## 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

## RFP DUE DATE: 09/27/2016

## 10:00 A.M. CST


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

## 722 Moody Renovations for ADA Compliance

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**OPEN: 09/27/2016**
**TIME: 10:00 A.M.**

# REQUEST FOR PROPOSAL
# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE
# GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of six (6), one (1) original and five (5) copies** will be received in the office of the County Purchasing Agent until **10:00 A.M. CST,** on **Tuesday, September 27 2016** and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed proposals are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bid received after 10:00 A.M. CST on the specified date will be returned unopened.**

**Purpose:**
Galveston County is requesting proposals to provide construction services, labor, and materials to renovate opening and move plumbing fixtures at 722 Moody Galveston, Texas to comply with the ADA. The scope of the work includes but is not limited to demolition, aluminum doors and frames, finish hardware, flooring repair, plumbing fixture relocation, and wall finishes.

All proposals must be marked on the outside of the envelope:
**RFP #B161032**
**722 MOODY RENOVATIONS FOR ADA COMPLIANCE**

Proposer's name and return address should be on the outside of the envelope.

Specifications can be obtained by visiting the Galveston County website @ http://www.galvestoncountytx.gov/pu/Pages/BidListing.aspx.

Davis-Bacon rates will apply under this disaster recovery program. Attention is called to the fact that no less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Office of Rural Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

Proposal prices shall be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in your proposal pricing. Bids will be completed on the forms and proposal sheets provided.

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

**Pre-Proposal Meeting:**
No Pre-Proposal meeting is scheduled, however, all Proposers are required to have visited the site and become familiar with the existing conditions.

**Bond Requirement:**
No bond is required with the Request for Proposal

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals, which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

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## 1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all part of the proposal package. **Proposals must be submitted in sets of six (6), one (1) original and five (5) copies** on the forms provided by the County, including the proposal sheets completed in their entirety and signed by an authorized representative by original signature, if County forms are provided. Failure to complete and sign the proposal sheets/contract page(s) may disqualify the proposal from being considered by the Commissioners Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal and to bind the proposer to the terms of this request for proposal and proposer's response thereto. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

## 2. PROPOSER'S RESPONSIBILITY

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

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

## 3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the proposer must deliver to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

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

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Proposals must be received by the County

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Purchasing Agent on or before the deadline for the opening of the proposals. For clarity, mailing date/postmark is **not** sufficient – proposals **must be received** by the County Purchasing Agent on or before the deadline. Late proposals will not be accepted and will be returned to the proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reason.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purposes of this solicitation and thus shall be the determinant of whether the proposal was timely received.

**The Proposer should prominently identify the procurement number and name on the outside of the envelope/mailing package**. A label shall be provided for this purpose and usage of the label is preferred. If the proposer fails to identify the Proposal on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal.

If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from the Purchasing Agent's mailing list.

## 4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

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

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

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

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

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective proposers. No inquiries except clarification of instructions will be addressed by telephone.
Proposer is advised to carefully review this Request for Proposal - it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the proposer to any relief from the conditions imposed in the Request for Proposal and the resultant contract.

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**An authorized person from the proposer must sign the proposal.** This signatory must be a person from the submitting firm who is duly authorized to tender and sign the proposal on behalf of the proposer and to bind the proposer to the terms and conditions of this request for proposal, the response, and all other terms and conditions of the contract. By this signature, the proposer further acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications herein.

## 5. PROPOSAL OPENING

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

## 6. COMMISSIONERS' COURT

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

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

## 7. REJECTION OF PROPOSALS/DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to: 1.) reject any and all proposals in whole or in part received by reason of this request for proposal, 2.) waive any informality in the proposals received, 3.) disregard the proposal of any proposer determined to be not responsible, and/or 4.) discontinue its efforts for any reason under this proposal package at any time prior to actual execution of contract by the County.

Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

a. Failure to use the proposal forms furnished by the County, if applicable;
b. Lack of signature by an authorized representative of proposer;
c. Failure to properly complete the proposal;
d. Failure to meet the mandatory requirements of this request for proposal; and/or
e. Evidence of collusion among proposers.

## 8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal (request for proposal) packet and to notify the Purchasing Department if the specifications are formulated in a manner

that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for proposal opening. Vendors are to submit proposal as specified herein or propose an approved equal.

**9. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT**

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance to the submission deadline such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder/Proposer, by submission of its bid/proposal, certifies that if awarded any portion of this procurement, the bidder/proposer will supply only material and equipment that is 100% asbestos free.

**10. EXCEPTIONS TO PROPOSAL**

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

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

The County reserves the right to offer these alternatives to other proposers.

**11. PRICING**

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges.

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

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of 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.

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## 12. PROCUREMENT CARD (P-Card) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a 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 note this in your proposal submittal.

## 13. 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 nationwide rail strike, oil shortage or oil embargo.

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. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Vendor must be stated in Vendor's original proposal.

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

## 14. MODIFICATION OF PROPOSALS

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

## 15. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and shall be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number

(FEIN). Failure to sign the contract page(s) and proposal response sheets may disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

## 16. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

**"Lowest and best" means a proposal or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.**

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

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

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

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; and to accept the proposal that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

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

The County reserves the right to reject any or all proposals in whole or in part received by reason of this

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RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

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

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

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

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible proposer, whose proposal complies with all the requirements in the Request for Proposal.

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 Section 36, Requirement of and 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 the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

## 17. DISPUTE AFTER AWARD/PROTEST

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

## 18. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The proposer acknowledges that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

**If Proposer considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its proposal, the Proposer expressly affirms that it**

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**has clearly and conspicuously marked any information within its submission that it considers to be confidential, proprietary, and/or trade secret.**

In the event the County receives a request for information under the Public Information Act seeking information that the Proposer has marked as confidential, proprietary, and/or trade secret, then the County agrees that it shall provide notice to the Proposer of the request in accordance with the provisions of the Public Information Act. These provisions require the County to initiate the request for decision process under the Public Information Act – thus, the County will submit initial correspondence to the Texas Attorney General. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its proposal, proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the proposer**; thus, proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if proposer wishes to have its information withheld from public disclosure.

## 19. PROPOSER'S EMAIL ADDRESSES

Notwithstanding the foregoing Section 18, proposer acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

## 20. RESULTANT CONTRACT

Proposer shall correctly and fully execute the resultant contract first – after this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, then the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

Proposer should submit a proposed contract with its proposal or its sample material terms and conditions.

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

## 21. CONTRACT TERM

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

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## 22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case either party may require corrective action within ten (10) business 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) business days, or failure to provide a written reply of why no breach has occurred, shall constitute a Default of Contract.

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

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

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

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

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

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

A. Fails to meet delivery or completion schedules; and/or
B. Fails to otherwise perform in accordance with the accepted proposal and the contract.

## 23. TERMINATION FOR CONVENIENCE

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

## 24. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence 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 Force Majeure claimed, but for no longer period.

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

**25. ESTIMATED QUANTITIES**

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

**26. CONTRACTOR INVESTIGATION**

Before submitting a proposal, each proposer 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 is awarded contract as a result of its proposal submission in this procurement, the contractor's 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 and/or for excused nonperformance.

**27. NO COMMITMENT BY COUNTY OF GALVESTON**

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

**28. PROPOSAL COSTS BORNE BY BIDDER/PROPOSER**

Galveston County shall not be liable for any costs incurred by Bidder/Proposer in preparation, production, or submission of a bid/proposal, including but not limited to the bid/proposal and best and final offer, and shall not be liable for any work performed by Bidder/Proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Bidder/Proposer by reason of attending a pre-proposal conference. Galveston County shall not be liable for any costs incurred by Bidder/Proposer by reason of the County invoking use of best and final offers.

**29. BEST AND FINAL OFFERS (BAFO)**

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

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**30. SINGLE PROPOSAL RESPONSE**

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

**31. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to proposers in a written addendum from the County Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for proposal have been issued, as the successful proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such amending or revising addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or those who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five (5) business days after the last revising or amending addendum and the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

**32. PROPOSAL IDEAS AND CONCEPTS**

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

**33. PROPOSAL DISCLOSURES**

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

**34. WITHDRAWAL OF PROPOSAL**

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

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35. **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.**

36. **REQUIREMENT OF AND PROOF OF INSURANCE**

The successful Proposer shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

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.

**Insurance shall be placed with insurers having an A.M. Best's rating of no less than A.** Such insurance must be 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 loss or damage that may arise to any person or property by reason of services rendered by Contractor.

**Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.**

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Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Proposer that the contract is being activated as written proof of such insurance and further provided that Proposer shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the County.

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

**Workers' Compensation Insurance:** 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 Proper. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of receiving notification from the County Purchasing Agent that the contract is being activated.

The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

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

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## 37. BID/PROPOSAL GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each Proposer shall be required to submit a bid guarantee with its proposal as required within this Section.

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a cashier's check or an acceptable proposer's bond (in the event of requests for bids, this is called a bidder's bond/bid bond), in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the proposer bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids/proposals may be cause for rejection of the bid/proposal.

The cashier's check or proposer/bid bond (as applicable) will be returned to each respective unsuccessful proposer(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or proposer bond will be forfeited to the County as liquidated damages should successful proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its proposal.

## 38. PERFORMANCE AND PAYMENT BONDS

Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the

full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

**39. PATENT AND COPYRIGHT PROTECTION**

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Proposer also agrees that if Proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Proposer.

**40. CONFLICT OF INTEREST DISCLOSURE REPORTING – FORM CIQ**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving, and family relationship reporting. If Proposer is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

**Business relationship**. If Proposer has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government 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.

**Gift-giving**. If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars ($100.00) 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.

For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

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Family relationship. If Proposer has a "family relationship" with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Proposer must file its original CIQ Form with the Galveston County Clerk. 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 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank Form 1295 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 of the Local Government Code. 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, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

If Proposer has any questions about compliance with Chapter 176, Proposer may wish to consult its' 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.

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**FORM 1295:**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

For Proposer's convenience, a blank 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

**41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its proposal. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Proposer's proposal and is a mandatory requirement of this RFP. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this RFP and grounds for the rejection of Proposer's proposal.**

42. **NON-COLLUSION AFFIDAVIT**

Proposer certifies, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded,

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

**A blank Non-Collusion Affidavit is included with this proposal packet. Proposer must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its proposal. This is a mandatory requirement of this RFP. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its proposal shall be considered non-compliance with the requirements of this RFP by the Proposer and grounds for the rejection of Proposer's submission.**

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

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

**43. SOVEREIGN IMMUNITY**

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

**44. CONTROLLING LAW AND VENUE**

Proposer acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue for any action shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**45. MERGERS, ACQUISITIONS**

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

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

a.) Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
b.) New Proposer's Federal Identification Number (FEIN); and

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c.) New Proposer's proposed operating plans.

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

**46. DELAYS**

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

**47. ACCURACY OF DATA**

Information and data provided through this Request for Proposal are believed to be reasonably accurate.

**48. SUBCONTRACTING/ASSIGNMENT**

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

**49. INDEPENDENT CONTRACTOR**

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

**50. MONITORING PERFORMANCE**

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

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## 51. 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 the 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 this Article, 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; and/or
- 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 for any person to offer, give, or agree to give any employee or former 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 a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or contract or subcontract, or to any solicitation or bid/proposal 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 to 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 other person.

**Prohibition against Contingent Fees**
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

**Representation**
Proposer represents and warrants, by signing and submitting its proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

**Contract Clause**
The representation prescribed above shall be conspicuously set forth in every contract and solicitation therefor.

52. **SUBJECT TO APPROPRIATION OF FUNDS**
State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

# 722 MOODY RENOVATION FOR ADA COMPLIANCE
# GALVESTON COUNTY, TEXAS

## 53. NON-DISCRIMINATION

a. Equal Employment Opportunity. Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Proposer will include the provisions herein in every subcontract or purchase order unless exempted.

b. Drug Free Work Place Act. Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.

c. Americans with Disabilities Act. Proposer shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.

d. OSHA Regulations. Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and use of E-Verify. Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

# 722 MOODY RENOVATION FOR ADA COMPLIANCE GALVESTON COUNTY, TEXAS

**54. RECORD RETENTION AND RIGHT TO AUDIT**

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract

**55. TITLE VI ASSURANCES/TxDOT**

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**. The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination**. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so

certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions**. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**56. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT**

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies by the submission of its proposal that Proposer, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Proposer acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the RFP and that all such persons are current in child support payments.

**57. ANTITRUST**

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its proposal, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

**58. LABOR STANDARDS**

Proposer acknowledges that the contract to be awarded pursuant to this RFP is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-

# 722 MOODY RENOVATION FOR ADA COMPLIANCE
# GALVESTON COUNTY, TEXAS

Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Proposer is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

**59. 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 b y the Galveston County Commissioners' Court.

**60. NOTICE**

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (Proposer shall provide its notice information with its proposal submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

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

With copies to:
Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

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

To the Contractor at:

# 722 MOODY RENOVATION FOR ADA COMPLIANCE
# GALVESTON COUNTY, TEXAS

(Proposer to provide its contact name, address, and facsimile number for notice hereunder.)

.

**Proposal Date – September 27, 2016**
**Proposal Time 10:00 A.M.**
**Proposal Number – B161032**

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

## PROPOSAL FORM

Proposal is to provide construction services, labor, and materials to renovate openings and move plumbing fixtures at 722 Moody Galveston, Texas to comply with the ADA.

The scope of work includes but is not limited to demolition, aluminum doors and frames, finish hardware, flooring repair, plumbing fixture relocation, and wall finishes.

Refer to drawing sheets (sheet number in lower right corner of sheet) J1.A, J1.B, J1.3.B, J1.4, J1.6, J1.9, J1.17.A, J1.17.B, J1.17.C, and Specification Section 08710 for scope of work and locations.

Provide field measurements to assure proper fit and location.

1. **OWNER:** Galveston County
2. **PROJECT:** 722 Moody Renovations for ADA Compliance
3. **Architect** Brax Easterwood Design

4. **SUBMITTED BY:**

Business Name _____

Name of person authorized to bind the Proposer _____

Title of person authorized to bind the Proposer _____

Street Address _____

City, State zip _____

Phone number _____

E-mail _____

FEIN (Tax ID)_____

5. **ADDENDA:** The undersigned acknowledges receipt of addenda if issued:

Addenda .....date initial here _____

6. **PROPOSAL:**

A. Having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required for the sum or sums set forth below.

B. In submitting this proposal, the undersigned, agrees to the following:

01. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
02. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
03. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

7. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

8. **Proposal Base Price:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of:

_____ Dollars and no/100 $_____
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Proposal Base Price (item 8) to be utilized by Galveston County for unforeseen items of work:

_____ Dollars and no/100 $_____
(Amount written in words governs) (Amount in figures)

10. **TOTAL:** The sum of items 8 **and 9** above:

_____ Dollars & no/100 $_____
(Amount written in words governs) (Amount in figures)

11. **Contract Time:** Undersigned agrees to complete the work in _____ calendar days.

12. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

____% Overhead

____% Profit

Printed name of person authorized to bind the Proposer: .....

Proposer's Signature: .....Date:.....

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

## Proposal Checklist

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non- responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

_____ **Proposal Cost (Form)**

_____ **Previous contract references**

_____ **Previous business/financial references**

_____ **Proposal evaluation waiver and qualification statement**

_____ **Single page resume of superintendent, Project Manager, and/or Project Executive for this project**

_____ **Listing of proposed subcontractors, suppliers, and other team members**

_____ **Statement of the Proposer's safety record**

_____ **Statement of the Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years**

_____ **Statement of the Proposer's historic compliance with laws and codes governing construction activities**

_____ **Statement of the Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years**

_____ **Non Collusion Affidavit**

_____ **Form 1295** - if contract is at least $1,000,000

_____ **W-9** – if not on file with Galveston County Purchasing Agent

_____ **Form PEID** – if not on file with Galveston County Purchasing Agent

_____ **Conflict of Interest Questionnaire** – if applicable and/or on file with Galveston County Clerk

_____ **Acknowledgement and Certification Regarding Debarment Suspension, and Other Ineligibility**

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

☐ **Previous contract references** – who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information"

Business or Organization name _____
Name and title of contact at that business or organization _____
Business or Organization street address _____
Business or Organization City, State zip _____
Telephone number _____
E-mail address _____

Business or Organization name _____
Name and title of contact at that business or organization _____
Business or Organization street address _____
Business or Organization City, State zip _____
Telephone number _____
E-mail address _____

Business or Organization name _____
Name and title of contact at that business or organization _____
Business or Organization street address _____
Business or Organization City, State zip _____
Telephone number _____
E-mail address _____

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

☐ **References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:**

Business or Organization name _____
Name and title of contact at that business or organization _____
Business or Organization street address _____
Business or Organization City, State zip _____
Telephone number _____
E-mail address _____

Business or Organization name _____
Name and title of contact at that business or organization _____
Business or Organization street address _____
Business or Organization City, State zip _____
Telephone number _____
E-mail address _____

Business or Organization name _____
Name and title of contact at that business or organization _____
Business or Organization street address _____
Business or Organization City, State zip _____
Telephone number _____
E-mail address _____

**EXCEPTIONS** (if no exceptions are taken, state NONE):

Remainder of this page intentionally left blank.

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

## Proposal Evaluation Waiver and Qualification Statement

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner (Galveston County) arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. The information may be formatted in the simplest form possible. There is no need or desire for marketing brochures to be presented. Failure to provide the information may result in no points awarded for that item in the evaluation process.

a) The Proposers base proposed cost. This item accounts for **55%** of the evaluation scoring.

b) References from previous contracts comparable to this contract size and scope during the last five years. (include complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) References from previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

d) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

e) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

g) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

h) The Proposer's safety record for **5%** of the evaluation scoring.

i) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

NOTE: The Statement of Affirmation Must Be Notarized.

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

## Statement of Affirmation

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name:.....

Proposers Address: .....

.....

.....

Signatory's Name: .....

Signatory's Position/Title: .....

Signature: ..... date.....

Subscribed and sworn to me on this _____ day of _____

_____
Notary Public

My Commission expires _____

**NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.**

**END OF SECTION**

# 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

Proposal Evaluation Worksheet

## Proposal Package B161016 Walkway Accessibility Compliance

| Evaluator: Team Average | | Proposal Info | Addenda | Addenda | | 55 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5.00 | 5 | 100 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | Base Proposal and alternate | References from previous contracts comparable in size and scope | Quality of performance with County (or other political subdivisions in County) on previous contracts | Quality of Proposed personnel | Quality of Proposed suncontractor, supplier, or team members personnel | Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work | Compliance with laws on previous contracts | Proposer performance record of timely completion on previous projects similar in size and scope | Proposer safety record including current EMR | Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years | Total Score |
| Lowest Base proposal | | | | | | $1 | | | | | | | | | | |
| A | | | | | Rating | $1 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100.00 | 100 | |
| | | | | | Grading | | | | | | | | | | | |
| | | | | | Score | 55.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 100.00 |
| B | | | | | Rating | $1 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100.00 | 100 | |
| | | | | | Grading | | | | | | | | | | | |
| | | | | | Score | 55.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 100.00 |
| C | | | | | Cost | $1 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100.00 | 100 | |
| | | | | | Grading | | | | | | | | | | | |
| | | | | | Score | 55.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 5.00 | 100.00 |
| D | | | | | Rating | | | | | | | | | | | |
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| | | | | | Score | | | | | | | | | | | |

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

# County of Galveston

## ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBLE

**Executive Orders 12549 & 12689 Certification, Debarment and Suspension**

Solicitation Number: RFP #B161032

Solicitation Title: 722 MOODY RENOVATIONS FOR ADA COMPLIANCE

**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 |

State of Texas §
§
County of Galveston §

## NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
  (Individual, Partner, Corporate Officer) (Name of Proposer)

  submitted the attached Bid/Proposal in **RFP #B161032 722 Moody Renovations for ADA Compliance**

- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;

- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;

- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;

- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;

- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;

- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;

- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and

- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

_____
**Signature of Affiant**

**SWORN TO** and **SUBSCRIBED** before me this _____day of_____, 2016.

_____
Notary Public

My Commission Expires: _____

# 722 Moody Renovations for ADA Compliance

## Agreement between Galveston County and Contractor

**Agreement for:** 722 Moody Renovations for ADA Compliance

This contract is entered into between Galveston County and the Contractor named below pursuant to Sub chapter B, Chapter 271, Texas Local Government Code, and the referenced Request for Proposal

Contract No:

Bid No: B161032

Contractor: TBD contractor name
TBD address
TBD city, state, and zip code

Galveston County Authorized Representative: J. Dudley Anderson, County Architect

**Article I.**

**The Work**

Section 1.01 The Contractor and Galveston County agree that the materials and equipment to be furnished and the work to be done by the Contractor are as follows:

- General construction for 722 Moody Renovations for ADA Compliance

Section 1.02 The Contractor shall be held accountable for the following Project related responsibilities: furnish all labor and supervision; furnish, supply and install all equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described above on the Project all in accordance with the drawings and Project Manual prepared by the Architect or Engineer; and furnish all necessary information, shop drawings, details, samples, brochures, etc. For Owner/Architect or Engineer approval, as may be required.

**Article II.**

**Time of Commencement and Completion**

Section 2.01 The Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by Galveston County's authorized Representative. The Contractor agrees to be substantially complete within 180 calendar days of the start of construction.

Section 2.02 The Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, such revisions will be made available for the Contractor's information at the office of Galveston County's authorized Representative. In the event the Contractor should fail to maintain Galveston County's authorized Representative's progress

schedule or the schedule as established above, Galveston County reserves the right, after 48 hours formal notice, either by letter or telegram to the Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Contractor.

Section 2.03 Time is of the essence in this Agreement.

## Article III.

### The Contract Sum

Section 3.01 Galveston County agrees to pay the Contractor for the satisfactory performance of his work the total sum of:

**Sum in words Dollars and 00/100**

**(Sum in numbers $),** payments to be made as described herein in current funds subject to additions and deductions for changes, as may be agreed upon in writing, and to make payments on account thereof as follows:

Section 3.02 On the established day of each month, the Contractor shall deliver to Galveston County through Galveston County's authorized Representative a detailed, quadruplicate statement acceptable to Galveston County's authorized Representative, and if required, supported by receipts, vouchers, etc. showing values of all materials delivered and work completed up to the established billing date for which payment is requested. Monthly and final payments will be made to the Contractor from Galveston County. It is specifically understood and agreed that prior to submission of the first statement, the Contractor will deliver to Galveston County's authorized Representative, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work Once accepted by Galveston County's authorized Representative, this schedule of values will be used as a basis for checking the Contractor's monthly statement.

Section 3.03 The Contractor shall, with the second and each succeeding monthly request for payment, submit receipts and/or an affidavit and waiver of bond claim showing all payments made for labor and materials and on account for all work covered in the previous months request for payment. Affidavit and waiver of bond claims may be required to be submitted from Contractors, suppliers, and/or Sub-Contractors (all tier). The Contractor shall be required to execute a general release satisfactory to Owner, prior to receiving final payment.

Section 3.04 None of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents.

Section 3.05 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part, and no payment shall be construed as an acceptance of defective work or improper materials.

Section 3.06 The Contractor shall save and keep Galveston County's authorized Representative, Galveston County and Galveston County's property free from all claims, including bond claims,

legal or equitable, arising out of the Contractor's work hereunder. In the event any such claim is filed by anyone claiming by, through, or under the Contractor, the Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

## Article IV.

### The Contract Documents

Section 4.01 The contract documents consist of this Agreement and any exhibits attached hereto; Proposal Documents, Proposal Form, General Conditions of the Contract, the Project Manual, the Drawings, and all addenda issued prior to and all modifications issued after execution of the Agreement between Galveston County and Galveston County's authorized Representative and agreed upon by the parties.

Section 4.02 The Contractor agrees to perform the work subject to the final approval of the authorized representative of Galveston County, in accordance with the contract documents.

Section 4.03 Contract documents are available, at reasonable times, at the office of Galveston County's authorized Representative for examination by the Contractor.

Section 4.04 No extra work shall be performed under this Agreement, except upon receipt of a written order from Galveston County's authorized Representative or Galveston County.

The Project Manual and Drawings are enumerated as follows:

J1.A, J1.B, J1.3.B, J1.4, J1.6, J1.9, J1.17.A, J1.17.B, J1.17.C, and Specification Section 08710

Addenda 1 ..... TBD

### Insurance and Indemnity

Section 4.05 The Contractor agrees to, at the time of execution of this Agreement, furnish Galveston County's authorized Representative with certificates of insurance from an insurance company (or other source) acceptable to Galveston County. These certificates should certify that the Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement. The Contractor will not be permitted to start work at the site until these certificates are filed with Galveston County. Compliance by the Contractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Contractor of its liabilities and obligations.

Section 4.06 For ten ($10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless Galveston County, Galveston County's authorized Representative, the Architect or Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily

injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) is caused, in whole or in part, by any negligent act or omission of the Contractor or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against Galveston County's authorized Representative, or any of its agents or employees, by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5.02 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

Section 4.07 The obligations of the Contractor, under paragraph 5.02, shall not extend to the liability of the Architect or Engineer, his agents, or employees, arising out of the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or Project Manual and/or the giving of or failure to give directions or instructions by the Architect or Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage

Section 4.08 The Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Contractor pursuant to paragraph 5.02 above.

## Article V.

### Performance Bond and Labor and Material Payment Bond

Section 5.01 The Contractor agrees to furnish and pay for a 100% Performance Bond and a 100% Labor and Material Payment Bond on the bond forms issued with this Agreement naming the Galveston County as Obligee. Bonds must be issued by a company acceptable to Galveston County and must be accompanied by a Power of Attorney. The bonds are to be delivered with this executed Agreement.

## Article VI.

### Warranty

Section 6.01 The Contractor agrees to promptly make good, without cost to Galveston County, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents. If no such period is stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of substantial completion and acceptance of the work by Galveston County. The Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment

## Article VII.

### Changes in the Work

Section 7.01 The Contractor may be ordered in writing by Galveston County, without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. The Contractor, prior to the commencement of such changed or revised work, shall submit promptly to Galveston County's authorized Representative written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents

Section 7.02 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials.

Section 7.03 The amount to be paid by Galveston County for changes in the work, as outlined in paragraph 8.01 above, shall be made on the basis of one of the following methods:

a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by Galveston County's authorized Representative and the Contractor, or
b) by unit prices stated in the contract documents, or
c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the actual net cost in money to the Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12. (Field overhead will not be considered as part of actual net cost), or
d) by the method provided in subparagraph 8.04.

Section 7.04 If none of the above methods set forth in clauses 8.03 (a), 8.03 (b), 8.03 (c) is agreed upon, the Contractor, provided he receives a written order signed by Galveston County shall promptly proceed with the work involved. The cost of such work shall be determined by Galveston County's authorized Representative on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. In such case, and also under clauses 8.03 (c) and 8.03 (d) above, the Contractor shall keep and present, in such form as Galveston County's authorized Representative may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the contract documents, cost shall be limited to the following: cost of materials including cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost, payments, on account shall be made as determined by Galveston County. The amount of credit to be allowed by the Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by Galveston County. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

Section 7.05 Owner's Audit

a) Owner's duly authorized representative shall have access, at all reasonable times, to all Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to any change(s) for the purpose of auditing and verifying Contractor's net cost of change or for any other reasonable purpose. Owner's representative shall have the right to reproduce any of the aforesaid documents. Contractor shall preserve, and shall cause its Contractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.

Section 7.06 For work performed by a Sub-Contractor, the Contractor will be allowed to add 5% only and said Sub-Contractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit

## Article VIII.

### Contractor Responsibilities

Section 8.01 The Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by Galveston County and Galveston County's authorized Representative , or their authorized representatives. The Contractor shall, within a 24-hour notice from Galveston County's authorized Representative, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or un-worked, which Galveston County's authorized Representative, Galveston County, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents. The Contractor shall make good at its own expense, all work damaged or destroyed thereby

Section 8.02 The Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, assessments, and taxes, and to pay all fringe and other benefits required by Agreement or law.

Section 8.03 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save Galveston County, Galveston County's authorized Representative, and Architect or Engineer harmless from loss on account thereof, except that Galveston County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Galveston County.

Section 8.04 Should the Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, Galveston County shall be at liberty, after 48 hours written notice to the Contractor, to provide any such labor, equipment,, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Contractor, under this Agreement. In the event of such refusal, neglect, or failure Galveston County shall also be at liberty to terminate the employment of the Contractor. Consequently, Galveston County may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by Galveston County in finishing the work, such excess shall be paid by Galveston County to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to Galveston County. The expense incurred by Galveston County, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Contractor

Section 8.05 Notwithstanding the above paragraph, Galveston County reserves the right to terminate this Agreement for its convenience upon written notice to the Contractor. In such instance the Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation costs incurred as a result of said termination. No payments shall be made for anticipated overhead and profit. Prior to making any payments under this clause, the Owner shall have the right to audit the records of the Contractor

Section 8.06 The Contractor agrees to adhere to the federal Occupational Safety & Health Act, state and local safety regulations and Galveston County's authorized Representative's safety and health program so as to avoid injury or damage to persons or property, and to be directly responsible for damage to persons and property resulting from failure to do so.

Section 8.07 In the event the Contractor after a 24-hour written notice from Galveston County, Galveston County's authorized Representative, or duly authorized representative, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, Galveston County shall undertake these obligations and charge the cost of same to the Contractor's account without further notice to the Contractor.

Section 8.08 The Contractor agrees to notify Galveston County's authorized Representative's representative on the jobsite of all accidents which may occur to persons or property and shall provide Galveston County's authorized Representative's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Contractor or his authorized representative and submitted within five (5) days of occurrence

Section 8.09 The Contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site.

Section 8.10 The Contractor will not assign this Agreement, nor any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the Owner and Galveston County's authorized Representative. In the event of such a consent, a Sub-Contractor must comply with all the requirements of this Agreement.

Section 8.11 The Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the work is being done. The Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board and/or its successors. The Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work

Section 8.12 The Contractor shall submit to Galveston County's authorized Representative upon request, copies of orders placed for the various materials required for the Project or

authentic stock lists if such material is normally a stock item. Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc. The Contractor shall be required to submit to Galveston County's authorized Representative a monthly material status report, or more often if required by Galveston County's authorized Representative, as a prerequisite for the monthly progress payment. The Contractor shall notify Galveston County's authorized Representative immediately upon learning of a change of status of any material, equipment, or supplies

Section 8.13 The Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work

Section 8.14 The Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of Galveston County's authorized Representative and other trades in order to maintain construction progress schedules, as established by Galveston County's authorized Representative. In the event that his force is, in the judgment of Galveston County's authorized Representative, inadequate to meet the established schedules during the regular working hours, the Contractor agrees to work sufficient overtime hours or increase his work force to meet such schedules at no extra cost to Galveston County. If for reasons not already stated, Galveston County's authorized Representative requires and directs the Contractor to work overtime, including Saturdays, Sundays or Holidays, the Contractor will be reimbursed the net premium rate only. The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit.

Section 8.15 The Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings. If required, the Contractor shall substantiate this employment of competent personnel to Galveston County's authorized Representative's satisfaction before initiating any work

Section 8.16 The Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work, whether purchased, rented, or otherwise provided by the Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations

Section 8.17 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, Galveston County's authorized Representative, or the Architect or Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Owner or Galveston County's authorized Representative, or by any other cause which Galveston County's authorized Representative determines may justify the delay, then the contract time shall be extended by amendment for such reasonable time as Galveston County's authorized Representative and Owner may determine.

Section 8.18 Right-To-Know each Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed. Before using on site any material listed in the right-to-know substance list, each Contractor will furnish Galveston County's authorized Representative a copy of the material safety data sheet for that substance

Section 8.19 In the event the Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Contractor agrees that it will defend, indemnify and hold Galveston County harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

## Article IX.

### Galveston County's authorized Representative Responsibilities

Section 9.01 Galveston County's authorized Representative will be the Owner's representative and will administer the contract as described in the contract documents. Galveston County's authorized Representative will advise and consult with the Owner. Galveston County's authorized Representative will have authority to act on behalf of the Owner to the extent provided in the contract documents, as they may be modified by change order in accordance with other provisions of the trade contract

Section 9.02 The Contractor agrees to perform the work under the general direction and coordination of Galveston County's authorized Representative in accordance with the contract documents. Any directive given by Galveston County's authorized Representative shall be binding on the Contractor.

Section 9.03 Galveston County's authorized Representative, acting for the Owner and subject to the Owner's delegation of such authority, may perform all tasks necessary or appropriate to administer and manage the trade contract, and undertake any action with respect to the Contractor, that the Owner is entitled to undertake.

Section 9.04 Galveston County's authorized Representative shall not give instructions or orders directly to employees or workers of the Contractor, except to persons designated as authorized representatives of the Contractor.

## Article X.

### Equal Opportunity

Section 10.01 During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Contractor will

comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.

## Article XI.

**Alterations**

Section 11.01 Refer to the Proposal Form for the overhead and profit allowable under Article 8.03. A, 8.03 B, 8.03 C:

**x% Overhead**
**x% Profit**

## Article XII.

**Complete Agreement**

Section 12.01 This Agreement, together with all documents, Project Manual, drawings, incorporated herein by reference, constitute the entire Agreement between Galveston County and Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein

Section 12.02 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

## Galveston County Project 12-003

This Contract is issued pursuant to award made by Commissioners' Court on TBD, 2016.

EXECUTED this TBD 2016.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

CONTRACTOR

_____

BY: _____
Signature - Title

_____
Printed Name

## SECTION 08710

## FINISH HARDWARE

CONDITIONS OF THE CONTRACT AND DIVISION 1, as indexed, apply to this Section.

### PART 1 - GENERAL

**1.1 SUMMARY:**

**A.** Section Includes: Finish Hardware for door openings, except as otherwise specified herein.
1. Door hardware for wood doors.
2. Door hardware for other doors indicated.
3. Keyed cylinders as indicated.

**B.** Intent of Hardware Groups

1. Should items of hardware not definitely specified be required for completion of the Work, furnish such items of type and quality comparable to adjacent hardware and appropriate for service required.
2. Where items of hardware aren't definitely or correctly specified, are required for completion of the Work, a written statement of such omission, error, or other discrepancy to Architect, prior to date specified for receipt of bids for clarification by addendum; or, furnish such items in the type and quality established by this specification, and appropriate to the service intended.

**1.2 SUBSTITUTIONS:**

**A.** Or approved Equal – submit substitutions to the County Architect within 14 days of contract award for consideration.

**1.3 SUBMITTALS:**

**A.** Product Data: Manufacturer's specifications and technical data including the following:

1. Detailed specification of construction and fabrication.
2. Manufacturer's installation instructions.
3. Submit 3 copies of catalog cuts with hardware schedule.

**B.** Shop Drawings - Hardware Schedule: Submit 3 complete reproducible copy of detailed hardware schedule in a vertical format.

1. List groups and suffixes in proper sequence.
2. Completely describe door.
3. Manufacturer, product name, and catalog number.
4. Function, type, and style.
5. Size and finish of each item.
6. Mounting heights.
7. Explanation of abbreviations and symbols used within schedule.

**C.** Templates: Submit templates and "reviewed Hardware Schedule" to door and frame supplier and others as applicable to enable proper and accurate sizing and locations of cutouts and reinforcing.

**D.** Samples: (If requested by the Architect)

E. Contract Closeout Submittals: Comply with Division 1 including specific requirements indicated.

1. Copy of final hardware schedule, edited to reflect, "As installed".
2. Copy of final keying schedule
3. One set of special tools required for maintenance and adjustment of hardware, including changing of cylinders.

## 1.4 QUALITY ASSURANCE

A. Comply with Division 1.
1. Statement of qualification for distributor and installers.
2. Statement of compliance with regulatory requirements and single source responsibility.
3. Distributor's Qualifications: Firm with 3 years experience in the distribution of commercial hardware.

a. Distributor to employ full time Architectural Hardware Consultants (AHC) for the purpose of scheduling and coordinating hardware and establishing keying schedule.
b. Hardware Schedule shall be prepared and signed by an AHC.

4. Installer's Qualifications: Firm with 3 years experienced in installation of similar hardware to that required for this Project, including specific requirements indicated.
5. Regulatory Label Requirements: Provide testing agency label or stamp on hardware for labeled openings.

a. Provide UL listed hardware for labeled and 20 minute openings in conformance with requirements for class of opening scheduled.
b. Underwriters Laboratories requirements have precedence over this specification where conflict exists.

6. Single Source Responsibility: Except where specified in hardware schedule, furnish products of only one manufacturer for each type of hardware.

B. Review Project for extent of finish hardware required to complete the Work. Where there is a conflict between these Specifications and the existing hardware, notify the Architect in writing and furnish hardware in compliance with the Specification unless otherwise directed in writing by the Architect.

## 1.5 PROJECT CONDITIONS:

A. Coordinate hardware with other work. Furnish hardware items of proper design for use on doors and frames of the thickness, profile, swing, security and similar requirements indicated, as necessary for the proper installation and function, regardless of omissions or conflicts in the information on the Contract Documents.

B. Review Shop Drawings for doors and entrances to confirm that adequate provisions will be made for the proper installation of hardware.

## 1.6 WARRANTY:

A. Refer to Conditions of the Contract

B. Manufacturer's Warranty:

1. Closers: Ten years
2. Exit Devices: Three Years
3. Locksets & Cylinders: Three years
4. All other Hardware: Two years.

## 1.7 MAINTENANCE:

**A.** Extra Service Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 1 Closeout Submittals Section.

1. Special Tools: Provide special wrenches and tools applicable to each different or special hardware component.
2. Maintenance Tools: Provide maintenance tools and accessories supplied by hardware component manufacturer.
3. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra service materials.

# PART 2 - PRODUCTS

## 2.1 MANUFACTURERS:

**A.** The following manufacturers are approved subject to compliance with requirements of the Contract Documents. Approval of manufacturers other than those listed shall be in accordance with Division 1.

| Item: | Manufacturer: | Approved: |
|---|---|---|
| Hinges | Stanley | Bommer, Hager |
| Continuous Hinges | Stanley | Select, Pemko |
| Locksets and Cylinders | Best | No Substitution |
| Exit Devices | Precision | No Substitution |
| Closers | Stanley | No Substitution |
| Push/Pull Plates | Trimco | Hager, Rockwood |
| Push/Pull Bars | Trimco | Hager, Rockwood |
| Protection Plates | Trimco | Hager, Rockwood |
| Overhead Stops | ABH | Rixson |
| Door Stops | Trimco | Hager, Rockwood |
| Flush Bolts | Trimco | Hager Rockwood |
| Threshold & Gasketing | National Guard | Hager, Pemko |

## 2.2 MATERIALS:

**A.** Hinges:

1. Template screw hole locations
2. Minimum of 2 permanently lubricated non-detachable bearings
3. Equip with easily seated, non-rising pins
4. Sufficient size to allow 180-degree swing of door
5. Furnish hinges with five knuckles and flush concealed bearings
6. Provide hinge type as listed in schedule.
7. Furnish 3 hinges per leaf to 7 foot 6 inch height. Add one for each additional 30 inches in height or fraction thereof.
8. Tested and approved by BHMA for all applicable ANSI Standards for type, size, function and finish
9. UL10C listed for Fire

**B.** Geared Continuous Hinges:

1. Tested and approved by BHMA for ANSI A156.26-1996 Grade 1
2. Anti-spinning through fastener

3. UL10C listed for 3 hour Fire rating
4. Non-handed
5. Lifetime warranty
6. Provide Fire Pins for 3-hour fire ratings
7. Sufficient size to permit door to swing 180 degrees

**C.** Mortise Type Locks and Latches:

1. Tested and approved by BHMA for ANSI A156.13, Series 1000, Operational Grade 1, Extra-Heavy Duty, Security Grade 2 and be UL10C
2. Fit ANSI A115.1 door preparation
3. Functions and design as indicated in the hardware groups
4. Solid, one-piece, 3/4-inch (19mm) throw, anti-friction latchbolt made of self-lubricating stainless steel
5. Deadbolt functions shall have 1 inch (25mm) throw bolt made of hardened stainless steel
6. Latchbolt and Deadbolt are to extend into the case a minimum of 3/8 inch (9.5mm) when fully extended
7. Auxiliary deadlatch to be made of one piece stainless steel, permanently lubricated
8. Provide sufficient curved strike lip to protect door trim
9. Lever handles must be of forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1. Levers that contain a hollow cavity are not acceptable
10. Lock shall have self-aligning, thru-bolted trim
11. Levers to operate a roller bearing spindle hub mechanism
12. Mortise cylinders of lock shall have a concealed internal setscrew for securing the cylinder to the lockset. The internal setscrew will be accessible only by removing the core, with the control key, from the cylinder body.
13. Spindle to be designed to prevent forced entry from attacking of lever
14. Provide locksets with 7-pin removable and interchangeable core cylinders
15. Each lever to have independent spring mechanism controlling it
16. Core face must be the same finish as the lockset

**D.** Exit Devices shall:

1. Tested and approved by BHMA for ANSI 156.3, Grade 1
2. Provide a deadlocking latchbolt
3. Non-fire rated exit devices shall have cylinder dogging.
4. Touchpad shall be "T" style
5. Exposed components shall be of architectural metals and finishes.
6. Lever design shall match lockset lever design
7. Provide strikes as required by application.
8. Fire exit devices to be listed for UL10C
9. UL listed for Accident Hazard
10. Provide vandal resistant or breakaway trim
11. Aluminum vertical rod assemblies are acceptable only when provide with the manufacturers optional top and bottom stainless steel rod guard protectors

**E.** Cylinders:

1. Provide the necessary cylinder housings, collars, rings & springs as recommended by the manufacturer for proper installation.
2. Provide the proper cylinder cams or tail piece as required to operate all locksets and other keyed hardware items listed in the hardware sets.
3. Coordinate and provide as required for related sections.

**F.** Door Closers shall:

1. Tested and approved by BHMA for ANSI 156.4, Grade 1
2. UL10C certified

3. Closer shall have extra-duty arms and knuckles
4. Conform to ANSI 117.1
5. Maximum 2 7/16 inch case projection with non-ferrous cover
6. Separate adjusting valves for closing and latching speed, and backcheck
7. Provide adapter plates, shim spacers and blade stop spacers as required by frame and door conditions
8. Full rack and pinion type closer with 1½" minimum bore
9. Mount closers on non-public side of door, unless otherwise noted in specification
10. Closers shall be non-handed, non-sized and multi-sized.

**G.** Door Stops: Provide a dome floor or wall stop for every opening as listed in the hardware sets.
1. Wall stop and floor stop shall be wrought bronze, brass or stainless steel.
2. Provide fastener suitable for wall construction.
3. Coordinate reinforcement of walls where wall stop is specified.
4. Provide dome stops where wall stops are not practical. Provide spacers or carpet riser for floor conditions encountered

**H.** Over Head Stops: Provide a Surface mounted or concealed overhead when a floor or wall stop cannot be used or when listed in the hardware set.
1. Concealed overhead stops shall be heavy duty bronze or stainless steel.
2. Surface overhead stops shall be heavy duty bronze or stainless steel.

**I.** Push Plates: Provide with four beveled edges ANSI J301, .050 thickness, size as indicated in hardware set. Furnish oval-head countersunk screws to match finish.

**J.** Pulls with plates: Provide with four beveled edges ANSI J301, .050 thickness Plate s with ANSI J401 Pull as listed in hardware set. Provide proper fasteners for door construction.

**K.** Push Pull Bars: Provide ANSI J504, .1" Dia. Pull and push bar model and series as listed in hardware set. Provide proper fasteners for door construction.

**L.** Kickplates: Provide with four beveled edges ANSI J102, 10 inches high by width less 2 inches on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.

**M.** Mop plates: Provide with four beveled edges ANSI J103, 4 inches high by width less 1 inch on single doors and 1 inch on pairs of doors. Furnish oval-head countersunk screws to match finish.

**N.** Armor Plates: Provide ANSI J101 with four beveled edges, 34 inches high by width less 1 inch on single or pairs of doors. Furnish oval-head countersunk screws to match finish.
1. Provide cutouts for hardware as listed in the hardware sets.
2. Provide Warnock Hersey labeled plates for 3 hour metal fire doors where allowed by local authority.

**O.** Door Bolts: Flush bolts for wood or metal doors.
1. Provide a set of Automatic bolts ANSI/BHMA 156.3 Type 25 for hollow metal label doors.
2. Provide a set of Automatic bolts ANSI/BHMA 156.3 Type 27 at wood label doors.
3. Manual flush bolts ANSI/BHMA 156.16 at openings where allowed local authority.
4. Provide Dust Proof Strike ANSI/BHMA 156.16 at doors with flush bolts without thresholds.

**P.** Coordinator and Brackets: Provide a surface mounted coordinator when automatic bolts are used in the hardware set.
1. Coordinator shall comply with ANSI/BHMA A1156.3 Type 21A full width of the opening.
2. Provide mounting brackets for soffit applied hardware.
3. Provide hardware preparation (cutouts) for latches as necessary.

**Q.** Seals: All seals shall be finished to match adjacent frame color. Seals shall be furnished as listed in schedule. Material shall be UL listed for labeled openings.

**R.** Silencers: Furnish silencers on all interior frames, 3 for single doors, 2 for pairs. Omit where any type of seals occur.

**2.3 FINISH:**

**A.** Designations used in Schedule of Finish Hardware - 3.5, and elsewhere to indicate hardware finishes are those listed in ANSI/BHMA A156.18 including coordination with traditional U.S. finishes shown by certain manufacturers for their products

**B.** Powder coat door closers to match other hardware, unless otherwise noted.

**C.** Aluminum items shall be finished to match predominant adjacent material. Seals to coordinate with frame color.

**2.4 KEYS AND KEYING:**

**A.** Provide keyed brass construction cores and keys during the construction period. Construction control and operating keys and core shall not be part of the Owner's permanent keying system or furnished in the same keyway (or key section) as the Owner's permanent keying system. Permanent cores and keys (prepared according to the accepted keying schedule) will be furnished to the Owner.

**B.** Cylinders, removable and interchangeable core system: Best Standard 7-pin.

**C.** Permanent keys and cores: Stamped with the applicable key mark for identification. These visual key control marks or codes will not include the actual key cuts. Permanent keys will also be stamped "Do Not Duplicate."

**D.** Transmit Grand Masterkeys, Masterkeys and other Security keys to Owner by Registered Mail, return receipt requested.

**E.** Furnish keys in the following quantities:
1. 2 each Control keys
2. 3 each Change keys each keyed core
3. 2 each Construction masterkeys
4. 2 each Construction Control keys

**F.** The Owner, or the Owner's agent, will install permanent cores and return the construction cores to the Hardware Supplier. Construction cores and keys remain the property of the Hardware Supplier.

**G.** Keying Schedule: Arrange for a keying meeting, and programming meeting with Architect Owner and hardware supplier, and other involved parties to ensure locksets and locking hardware, are functionally correct and keying and programming complies with project requirements. Furnish 3 typed copies of keying and programming schedule to Architect.

## PART 3 - EXECUTION

**3.1 EXAMINATION**

**A.** Verification of conditions: Examine doors, frames, related items and conditions under which Work is to be performed and identify conditions detrimental to proper and or timely completion.

1. Do not proceed until unsatisfactory conditions have been corrected.

## 3.2 HARDWARE LOCATIONS:

**A.** Mount hardware units at heights indicated in the following publications except as specifically indicated or required to comply with the governing regulations.

1. Recommended Locations for Builder's Hardware for Standard Steel Doors and Frames, by the Door and Hardware Institute (DHI).

2. Recommended locations for Architectural Hardware for flush wood doors (DHI).

3. WDMA Industry Standard I.S.-1A-04, Industry Standard for Architectural wood flush doors.

## 3.3 INSTALLATION:

**A.** Install each hardware item per manufacturer's instructions and recommendations. Do not install surface mounted items until finishes have been completed on the substrate. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

**B.** Conform to local governing agency security ordinance.

**C.** Install Conforming to ICC/ANSI A117.1 Accessible and Usable Building and Facilities.

**D.** Installed hardware using the manufacturers fasteners provided. Drill and tap all screw holes located in metallic materials. Do not use "Riv-Nuts" or similar products.

## 3.4 FIELD QUALITY CONTROL AND FINAL ADJUSTMENT

**A.** Contractor/Installers, Field Services: After installation is complete, contractor shall inspect the completed door openings on site to verify installation of hardware is complete and properly adjusted, in accordance with both the Contract Documents and final shop drawings.

1. Check and adjust closers to ensure proper operation.

2. Check latchset, lockset, and exit devices are properly installed and adjusted to ensure proper operation.

   **a.** Verify levers are free from binding.
   **b.** Ensure latchbolts and dead bolts are engaged into strike and hardware is functioning.

3. Report findings, in writing, to architect indicating that all hardware is installed and functioning properly. Include recommendations outlining corrective actions for improperly functioning hardware is required.

## 3.5 SCHEDULE OF FINISH HARDWARE:

**Manufacturer List**

| Code | Name |
|---|---|
| AB | ABH Manufacturing Inc. |
| BE | Best Access Systems |
| BY | By Others |
| HO | Hoover Fence |
| KA | KANT-SLAM |
| NA | National Guard |

| | |
|---|---|
| PR | Precision |
| SD | Security Door Controls |
| ST | Stanley |
| TR | Trimco |

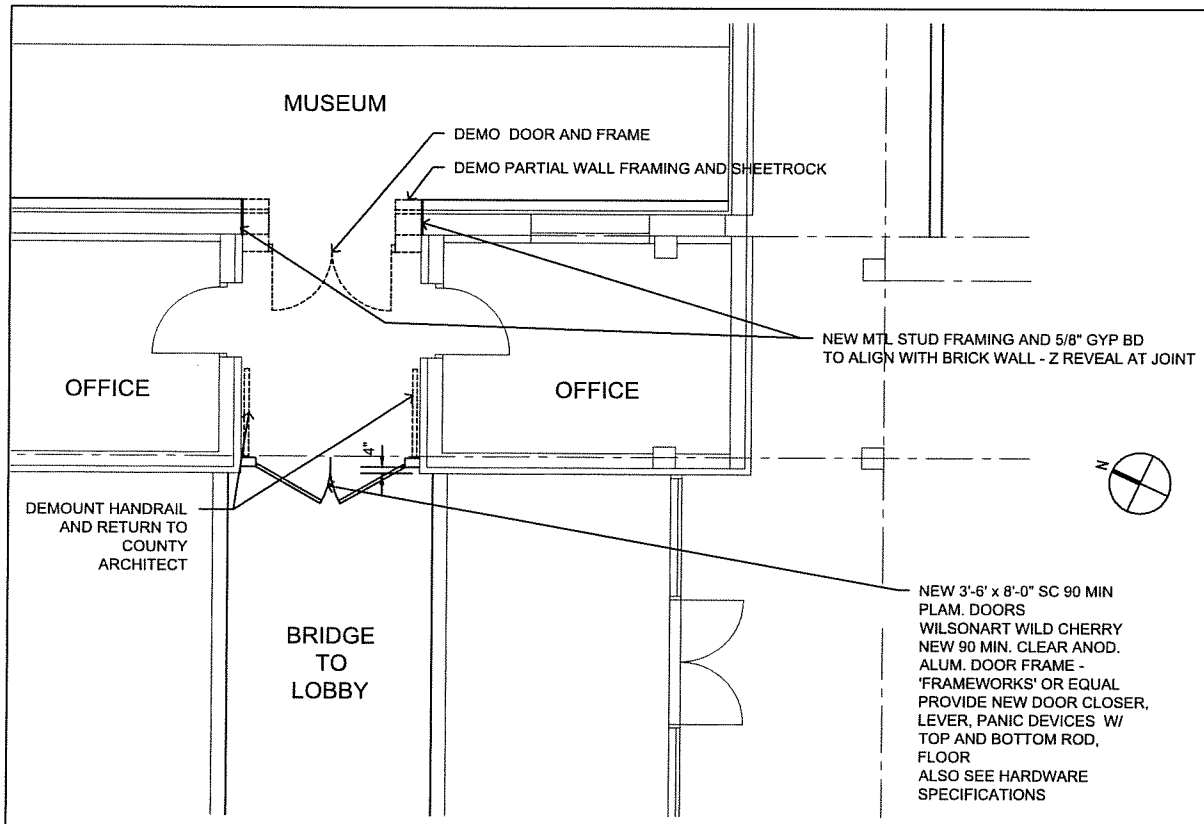
**Option List**

| Code | Description |
|---|---|
| 18 | CONCEALED WIRES - 18 AWG (8) |
| CD | CYLINDER DOGGING |
| CE | CONC. WIRES |
| DE | DELAYED EGRESS |
| DS | DOOR POSITION SWITCH |
| HC | Hurricane Code Device |
| M1 | BRONZE CHAIN |
| SN | Sex Nuts (Pkg. of 4) |
| TS | TOUCHBAR MONITORING SWITCH (RQE) |
| WC | PADLOCK WEATHER COVERS |
| B4E | BEVELED 4 EDGES |
| ELR | ELECTRIC LATCH RETRACTION |
| LBR | LESS BOTTOM ROD |
| RQE | Request To Exit concealed switch |
| SNB (6) | SEX BOLTS (6) |
| EPT Prep | EPT Prep (full mortise) |
| CSK | COUNTER SINKING |
| (#) | See Riser Drawings for electronic hardware |

**Finish List**

| Code | Description |
|---|---|
| 628 | Aluminum |
| 626 | Satin Chromium Plated |
| 628 | Satin Aluminum, Clear Anodized |
| 630 | Satin Stainless Steel |
| 689 | Aluminum Painted |
| 600 | Spray Primed |
| GRE | Grey |
| 630 | Stainless Steel, Dull |

End of section 08 710




1 PARTIAL FIRST FLOOR PLAN

Scale: 3/16" = 1'-0"

COURTHOUSE
722 MOODY AVE
GALVESTON, TX 77550

**GALVESTON COUNTY**
**722 MOODY AVE**
**GALVESTON, TX 77550**

BE-Arc LLC Project No : P16-003.01

**BRAX EASTERWOOD**
DESIGN
2728 AVENUE Q SUITE 2
GALVESTON TEXAS 77550
PHONE 409-354-8976
EASTERWOOD@BEAIA.COM

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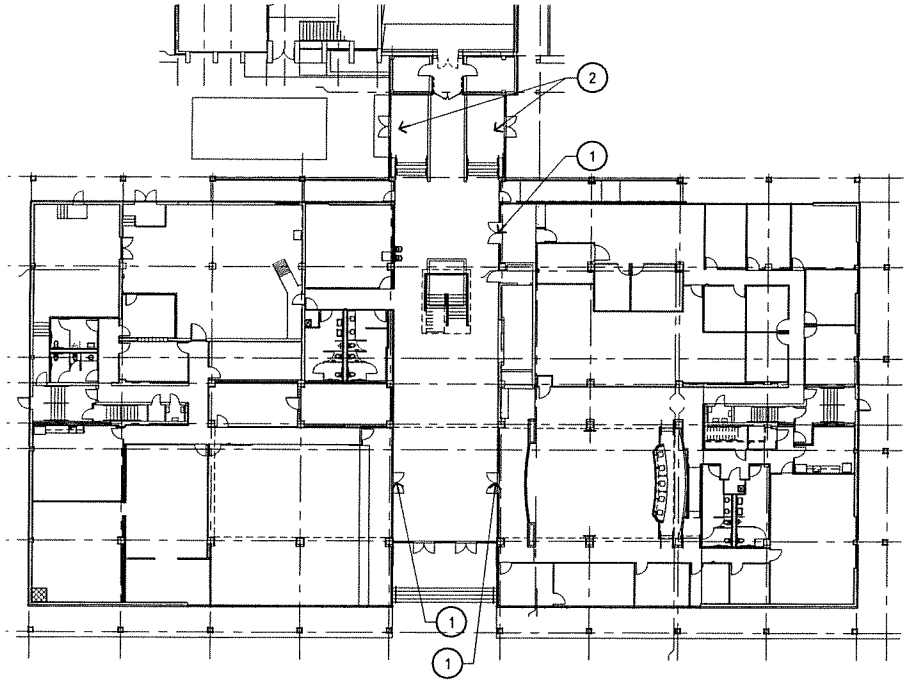
| | | | **J1.A** |

**COURTHOUSE PACKAGE**

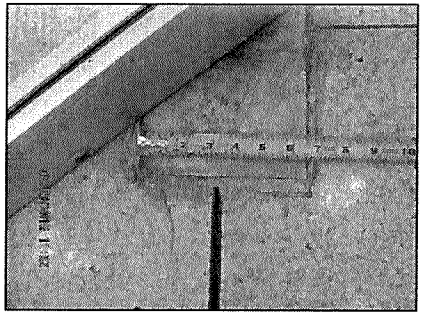
KEYNOTES:
1. REMOVE PIVOT HINGES, INSTALL NEW CONTINUOUS HINGE INSTALL 314 STAINLESS STEEL PLATE OVER EXISTING RECESSED FLOOR MOUNTED PIVOT HARDWARE. ALSO SEE HARDWARE SPECIFICATIONS.

2. REMOVE CEILING MOUNTED EXIT SIGNS. CAP POWER AT JUNCTION BOX. REPLACE ACOUSTIC CEILING WITH NEW TILE TO MATCH ADJACENT TILE.

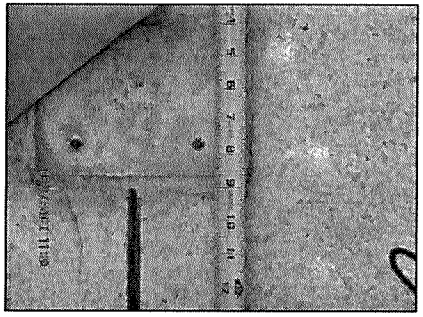



1 PARTIAL FIRST FLOOR PLAN

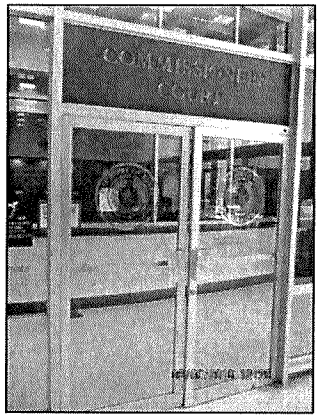
Scale: 1/32" = 1'-0"



3 FLOOR PLATE



2 FLOOR PLATE



4 TYPICAL DOORS

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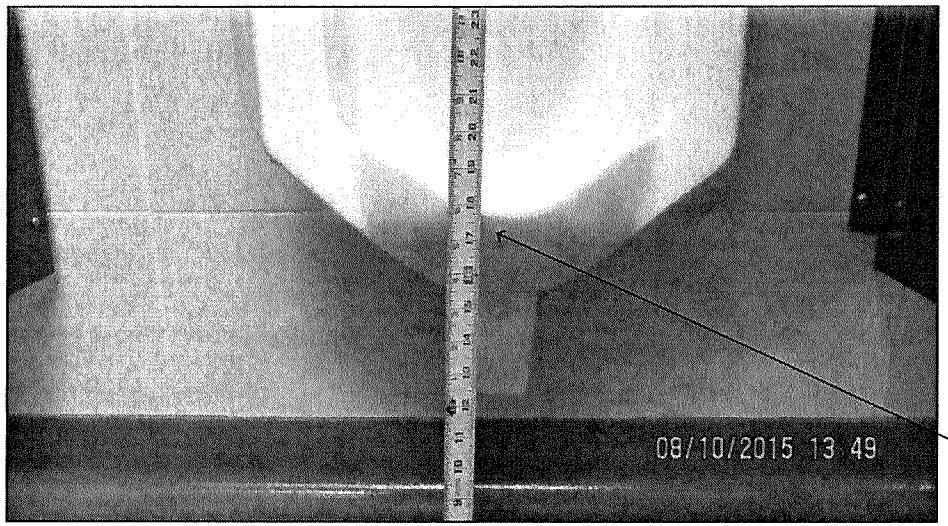
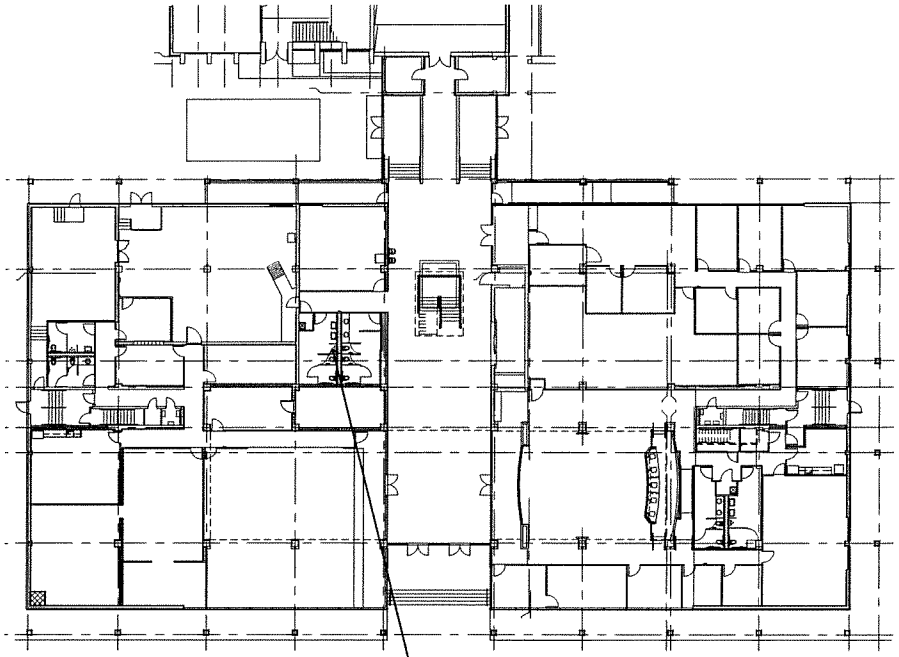



LOWER URINAL SO THE RIM IS AT 16" AFF
REPLACE ANY DAMAGED TILE




1 FIRST FLOOR MEN'S URINAL

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722 MOODY AVE
GALVESTON, TX 77550

**GALVESTON COUNTY**
**722 MOODY AVE**
**GALVESTON, TX 77550**

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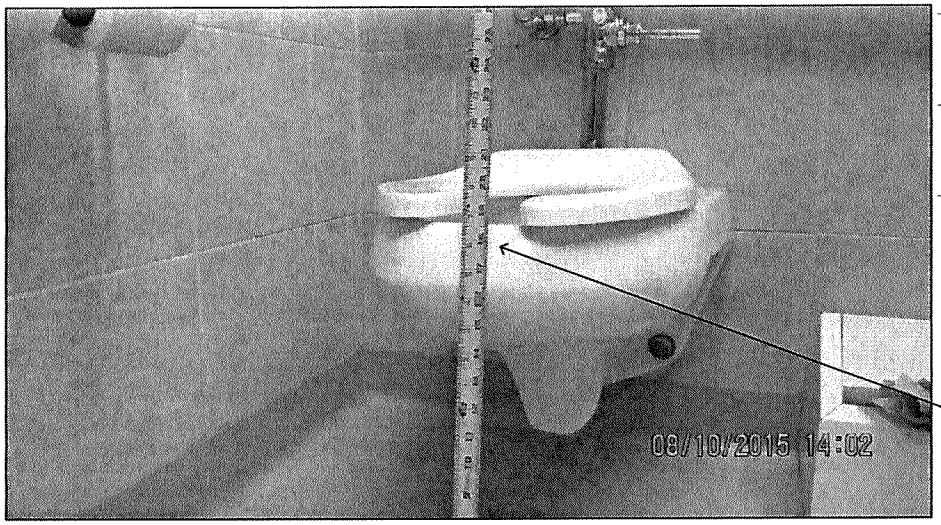
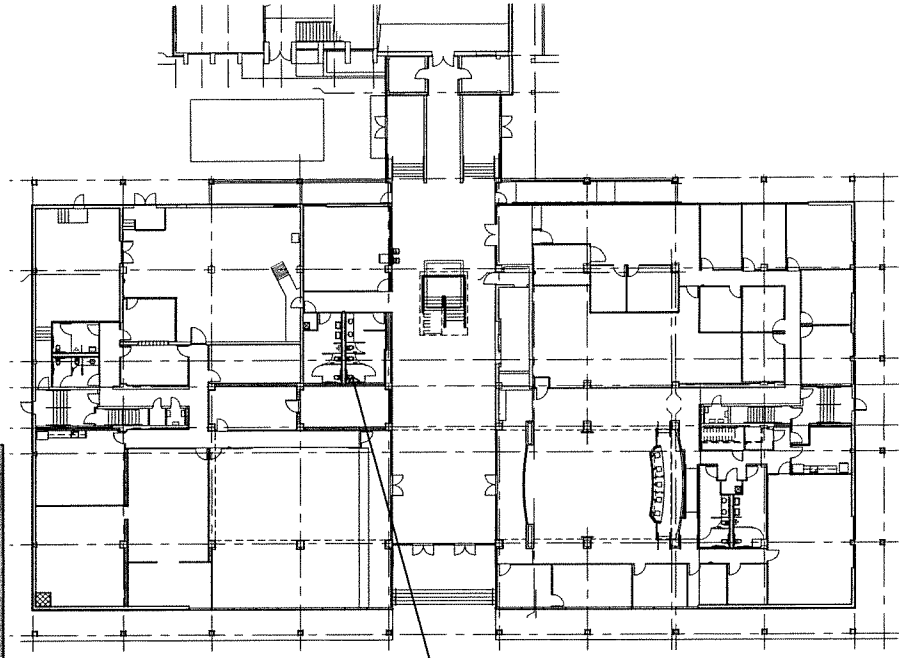



LOWER TOILET SO TOP OF SEAT IS AT 18" AFF.
REPLACE ANY DAMAGED WALL TILE




1 FIRST FLOOR WOMEN'S TOILET

COURTHOUSE
722 MOODY AVE
GALVESTON, TX 77550

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**722 MOODY AVE**
**GALVESTON, TX 77550**

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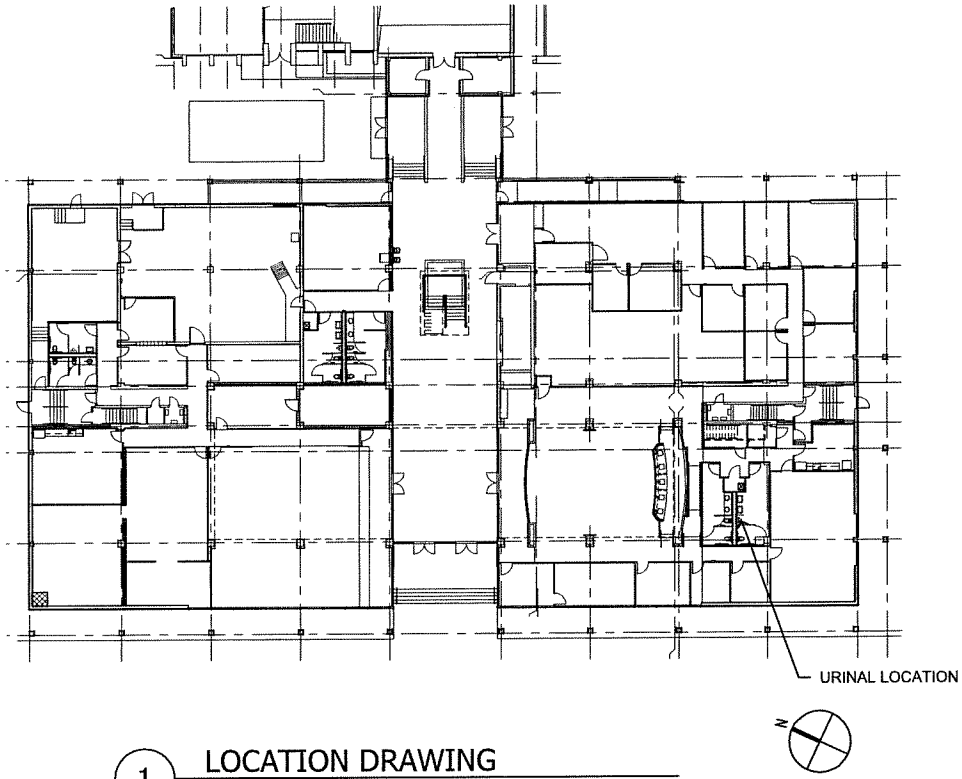
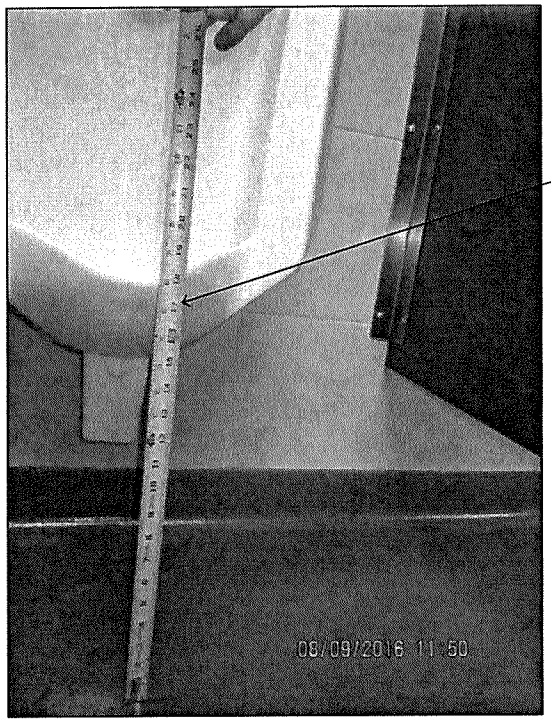



1 LOCATION DRAWING

Scale: 1/32" = 1'-0"




LOWER URINAL TO 16" TO THE RIM
- APPROXIMATELY 2"
REPLACE ANY DAMAGED TILE
TO MATCH EXISTING

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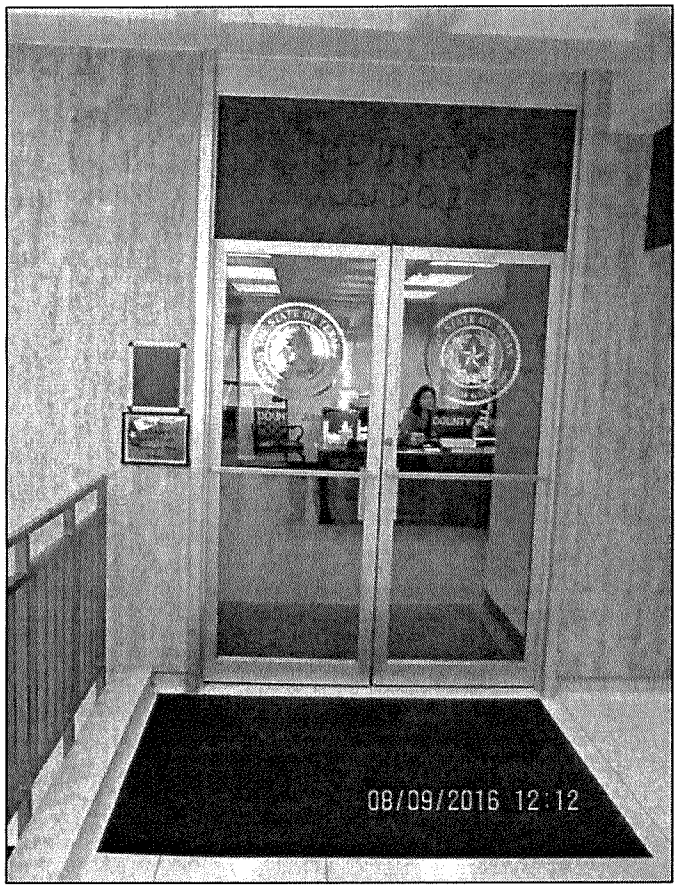
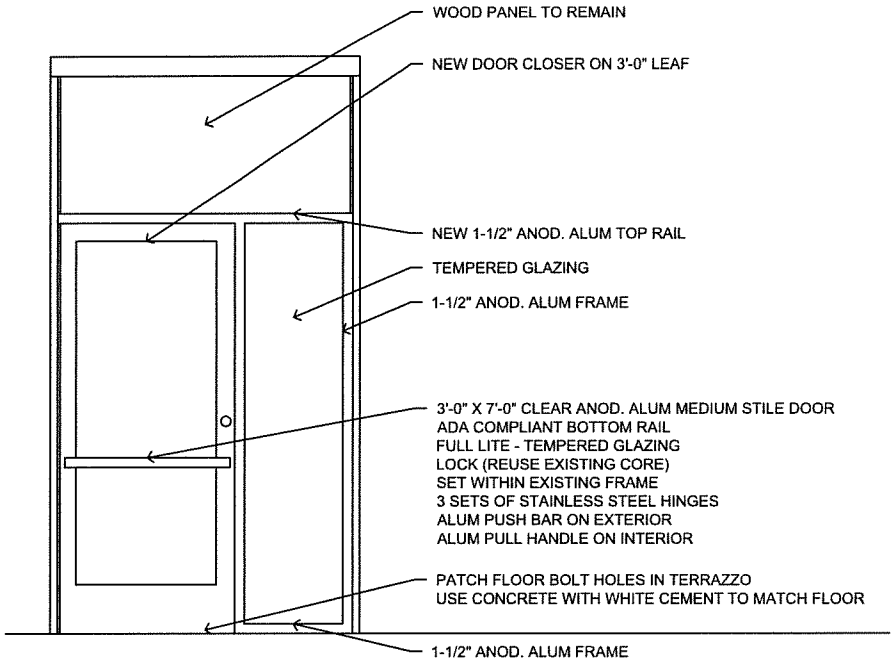



1 SECOND FLOOR COUNTY JUDGE DOORS




2 DOOR ELEVATION

SCALE: 1/2" = 1'-0"

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**722 MOODY AVE**
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| | | | **J1.9** |

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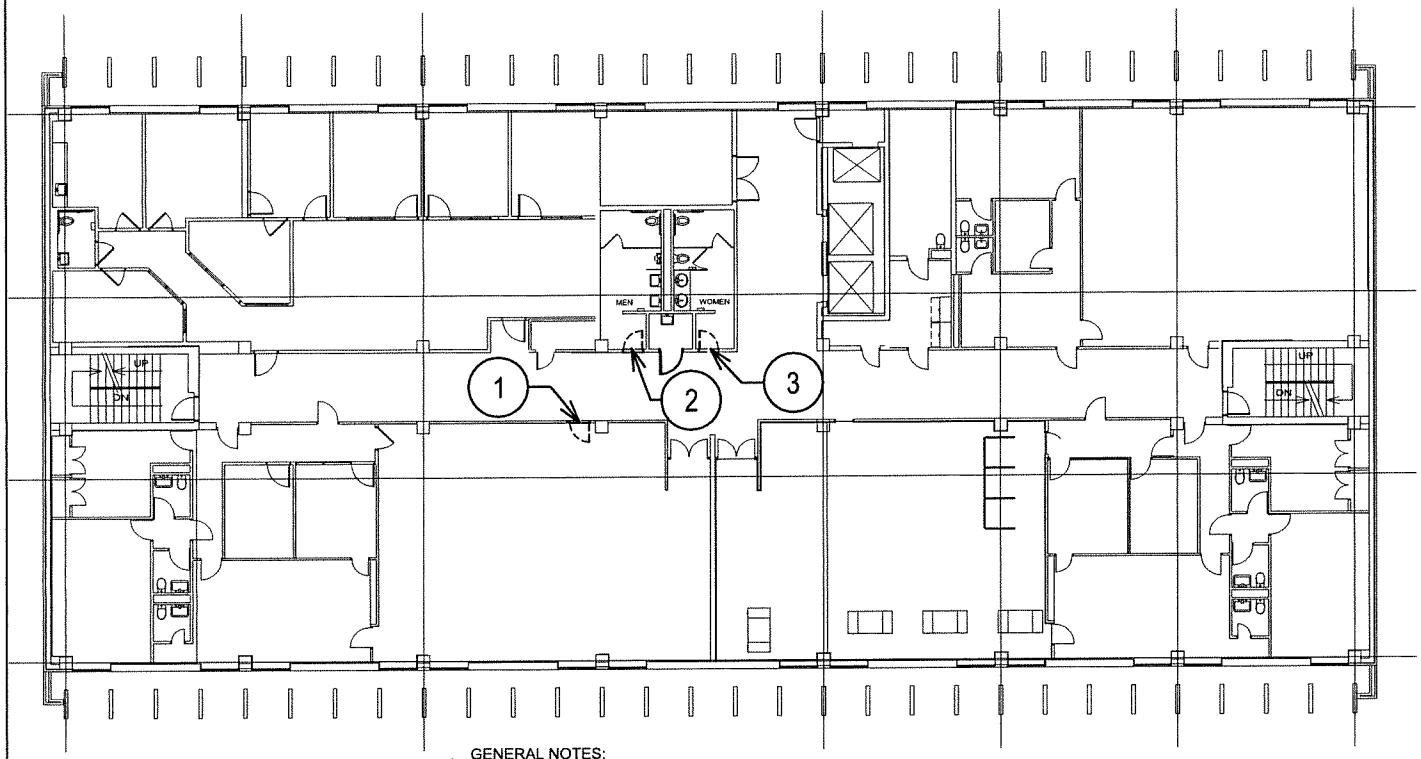


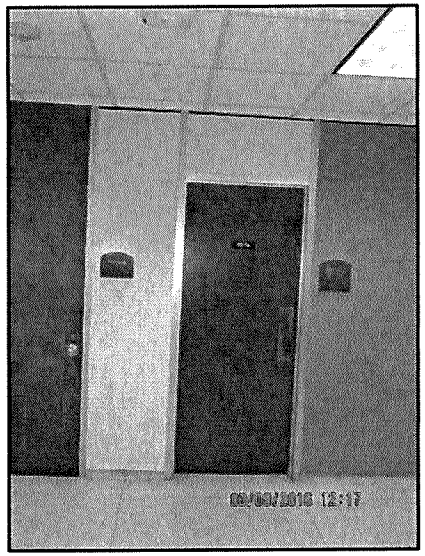

GENERAL NOTES:
1. REPAIR ALL WALL SURFACES AND REPAINT
2. REPAIR ALL TILE SURFACES WITH NEW TILE TO MATCH EXISTING
3. REPAIR ANY CEILING SURFACES THAT ARE DAMAGED

KEY NOTES:
1. DEMOLISH EXISTING DOOR AND FRAME. RETAIN CLOSER AND LOCKSET. INSTALL NEW 36" WIDE PLAM SOLID CORE WOOD DOOR (20 MIN) PLASTIC LAMINATE WILSONART WILD CHERRY.. USE ALUMINUM DOOR FRAME 'RACO' OR EQUAL, MATCH FINISH OF OTHER DOOR FRAMES. REINSTALL DOOR LOCKSET AND CLOSER ON NEW DOOR.

2. DEMOLISH EXISTING DOOR AND FRAME, RETAIN DOOR CLOSER AND PUSH/PULL PLATES. INSTALL NEW 36" WIDE PLAM SOLID CORE WOOD DOOR (20 MIN) PLASTIC LAMINATE WILSONART WILD CHERRY. REMOUNT DOOR CLOSER AND PUSH/PULL PLATES

3. DEMOLISH EXISTING DOOR AND FRAME, RETAIN DOOR CLOSER AND PUSH/PULL PLATES. INSTALL NEW 36" WIDE PLAM SOLID CORE WOOD DOOR (20 MIN) PLASTIC LAMINATE WILSONART WILD CHERRY. REMOUNT DOOR CLOSER AND PUSH/PULL PLATES.

N

1 SIXTH FLOOR PLAN

Scale: 1/16" = 1'-0"

GALVESTON COUNTY COURTHOUSE
722 MOODY AVE (21ST STREET)
GALVESTON, TX 77550

**GALVESTON COUNTY**
**722 MOODY AVE**
**GALVESTON, TX 77550**

BE-Arc LLC Project No : P16-003.01

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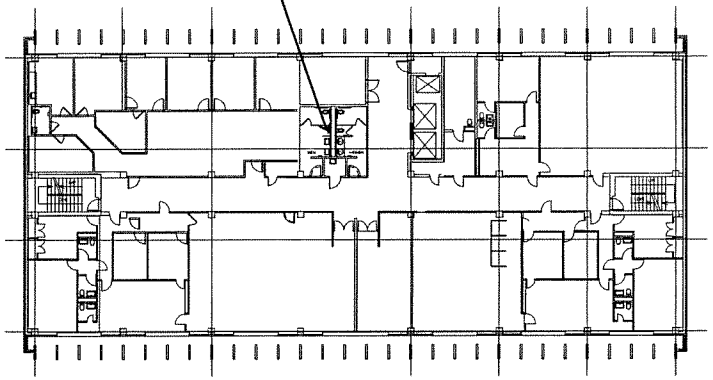
**COURHOUSE PACKAGE**

MOVE URINAL DOWN SO THAT RIM IS 16" AFF.
REPLACE ANY DAMAGED TILE.

LOCATION



1 SIXTH FLOOR MEN'S URINAL

GALVESTON COUNTY COURTHOUSE
722 MOODY AVE (21ST STREET)
GALVESTON, TX 77550

**GALVESTON COUNTY**
**722 MOODY AVE**
**GALVESTON, TX 77550**

BE-Arc LLC Project No : P16-003.01

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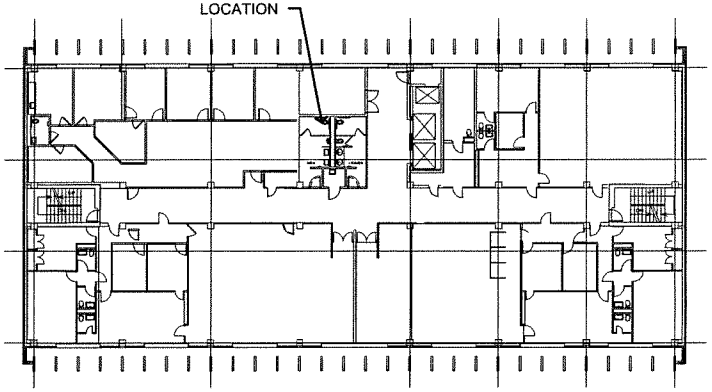
**COUTHOUSE PACKAGE**

MOVE TOILET OVER APPROXIMATELY 2".
SET TOILET CENTER TO BE 18" FROM SIDE WALL
REPLACE ANY DAMAGED TILE

LOCATION



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1 SIXTH FLOOR PLAN - MEN'S TOILET

GALVESTON COUNTY COURTHOUSE
722 MOODY AVE (21ST STREET)
GALVESTON, TX 77550

**GALVESTON COUNTY**
**722 MOODY AVE**
**GALVESTON, TX 77550**

BE-Arc LLC Project No : P16-003.01

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| | | | **J1.17.C** |

**COURTHOUSE PACKAGE**

# County of Galveston
## Purchasing Department
## Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

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

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

**Form PEID:** Person /Entity Information Data

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

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

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

Insurance requirements are as follows:

**Public Liability and Property Damage Insurance:**

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

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

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

**Worker's Compensation Insurance:**

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

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

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

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

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

**Procurement Policy - Special Note:**

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

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

**Code of Ethics - Statement of Purchasing Policy:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

# COUNTY of GALVESTON
## Purchasing Department

rev. 1.3, March 29, 2010

| FORM PEID: | Request for Person-Entity Identification Data |
|---|---|

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

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

1.

| | |
|---|---|
| Business Name: | |
| Attention Line: | |

2.

| | | | |
|---|---|---|---|
| Physical Address: | | | |
| City: | | State: | Zip+4: |

3.

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

4.

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

Areas below are for County use only.

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

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

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

or

**Employer identification number**

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** **Signature of U.S. person ▶**

**Date ▶**

## General Instructions

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

## Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

## Penalties

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

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

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

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

# Specific Instructions

## Name

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

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

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

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

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

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

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

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

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

10. A real estate investment trust,

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

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

13. A financial institution,

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

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

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

## Privacy Act Notice

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

1 **Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

☐ Yes ☐ No

B. Is the vendor 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 interest of one percent or more?

☐ Yes ☐ No

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

4

_____

Signature of vendor doing business with the governmental entity

_____

Date