GALVESTON COUNTY
PURCHASING DEPARTMENT

INVITATION TO BID

ITB #B181007

CISCO CORE CASE CATALYST 9300 & 9500

BID DUE DATE: 11/21/2017

2:45 P.M. CST

Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372
INVITATION TO BID
CISCO CORE CASE CATALYST 9300 & 9500

Sealed proposals in sets of five (5), one (1) original and four (4) copies, will be received in the office of the Galveston County Purchasing Agent until 2:45 P.M., on Tuesday, November 21, 2017, and opened immediately in that office in the presence of 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 proposals received after 2:45 P.M. CST on the specified date will be returned unopened.

Purpose:
The County of Galveston is requesting pricing for Cisco Core Case Catalyst 9300 and 9500 supplies and materials for systems as described herein for the restoration and upgrading of the current EMC Systems as the following locations:

League City Public Safety Building (Data Center)  
55 Walker St.  
League City, TX  77573

Galveston County Courthouse  
722 Moody Ave.  
Galveston, TX  77550

All proposals must be marked on the outside of the envelope:  
ITB #B181007 Cisco Core Case Catalyst 9300 & 9500

Proposer’s name, return address, and the enclosed label should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @  
http://www.galvestoncountytx.gov/pu/Pages/BidListings.aspx.

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

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.
Bonding Requirements:

- PERFORMANCE AND PAYMENT BONDS
  Performance and Payment Bonds may be required.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all proposals, and to accept the proposal 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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GENERAL PROVISIONS – INVITATION TO BID
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GALVESTON COUNTY, TEXAS

1. BID PACKAGE

The Invitation to Bid, general and special provisions, drawings, specifications/line item details, contract documents and the Bid sheet are all part of the Bid package. **BIDs must be submitted in sets of five (5), one (1) original and four (4) copies on the forms provided by the County if County forms are provided, including the Bid sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Bid sheets/contract page(s) may disqualify the Bid from being considered by the Commissioners’ Court. Any individual signing on behalf of the Bidder expressly affirms that he or she is duly authorized to tender this Bid and to sign the Bid sheet/contract under the terms and conditions in this bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this bid and the Bidder’s response hereto. Bidder further understands that its’ signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners’ Court 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 bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Bidder is required to thoroughly review this entire Bid package to familiarize themselves with the Bid procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Bidder will execute with the County.**

2. BIDDER’S RESPONSIBILITY

The Bidder must affirmatively demonstrate its responsibility. The Bidder 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 Invitation to Bid;
C. have a satisfactory record of performance;
D. have a satisfactory record of integrity and ethics; and
E. be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING BIDS

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

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

Bids will not be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions sections of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the bids. For clarity, mailing date/postmark is not sufficient — bids must be received by the County Purchasing Agent on or before the deadline. Late bids will not be accepted and will be returned to the bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.
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GALVESTON COUNTY, TEXAS

The County Purchasing Agent will accept bids 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 reasons.

_The time-stamp clock within the County Purchasing Agent’s Office shall be the official time-clock for the purpose of this solicitation and thus shall be the determinant of whether the bid was timely received._

The bidder 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 bidder fails to identify the bid on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid.

If a bid is not submitted, return this Invitation to Bid and state reason(s), 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 process, _bidders are to direct all communications regarding this invitation to bid only 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 of the firm found to be in non-compliance.

_All questions regarding this Invitation to Bid 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 bidders by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Bidder is advised to carefully review this Invitation to Bid – it provides specific information necessary to aid participating firms in formulating a thorough response. Bidder’s failure to examine all documents shall not entitle the bidder to any relief from the conditions imposing in the Invitation to Bid and the resultant contract.

_An authorized person from the bidder must sign the bid._ This signatory must be a person from the submitting firm who is duly authorized to tender and sign the bid on behalf of the bidder and to bind the bidder to the terms and conditions of this Invitation to Bid, the bidder’s response, and all other terms and conditions of the contract. By this signature, the bidder further acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications detailed herein.
5. **BID OPENING**
   The Purchasing Agent shall open the bids on the date and time specified herein. Information read aloud at the bid opening is at the sole discretion of the Purchasing Agent. The Purchasing Agent will examine bids promptly and thoroughly.

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

7. **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.

8. **REJECTION OF BIDS/DISQUALIFICATION**
   Galveston County, acting through its Commissioners’ Court, reserves the right to:
   
   - reject any and all Bids in whole or in part received by reason of this Invitation to Bid;
   - waive any informality in the Bids received;
   - disregard the Bid of any Bidder determined to be not responsible; and/or;
   - discontinue its efforts for any reason under this Bid package at any time prior to actual execution of contract by the County.

   Bidders may be disqualified and rejection of Bids may be recommended to the Commissioners’ Court for any of (but not limited to) the following causes:

   A. Failure to use the bid forms furnished by the County, if applicable;
   B. Lack of signature by an authorized representative of bidder;
   C. Failure to properly complete the bid;
   D. Failure to meet the mandatory requirements of this invitation to bid; and/or
   E. Evidence of collusion among bidders.

9. **RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**
   It is the responsibility of the prospective Bidder to review the entire Invitation to Bid packet and to notify the Purchasing Agent if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the
Purchasing Agent’s Office not less than seventy-two (72) hours prior to the time set for Bid opening. Bidders are to submit their Bid as specified herein or propose an approved equal.

10. **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. For clarification, “new” includes products containing recovered materials that are EPA-designated items. It is not the County’s intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its bid, certifies that if awarded any portion of this procurement, the bidder will supply only material and equipment that is 100% asbestos free.

11. **EXCEPTIONS TO BID**

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

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

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

12. **PRICING**

Bids will be either lump sum or unit prices as shown on the Bid sheet. The net priced items will be delivered to Galveston County, including all freight or shipping charges.

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

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

13. **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 typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful
contractor. If your company will accept payment via credit card (Visa, MasterCard), please note this in your Bid submittal.

14. PASS THROUGH COST ADJUSTMENTS
Except in instances of extreme extenuating circumstances Contractor 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, Contractors 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 Contractor’s cost for the Contractor’s 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 Contractor 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 Contractor must be stated in Contractor’s original bid.

A request for a pass through cost does not guarantee that one will be granted. Contractors must submit such information on each request as 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. Contractors 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 Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor’s original cost for the product as such cost is reflected in Contractor’s original Bid or the duration exceed a period of sixty (60) days. In addition should the cost, during the period of the pass through, return to normal or decrease to below pre pass through prices, appropriate downward adjustments shall be made. No more than one pass through adjustment will be permitted per year.

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

16. SIGNATURE OF BIDS
Each Bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative’s name and legal title typed below the signature line. Each bid shall include the Bidder’s Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheets may disqualify the bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the bid and to sign the bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners’ Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.
17. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Bidder whose bid is determined to be the lowest and best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Invitation to Bid. The proposed cost to the County will be considered firm and cannot be altered after the submission deadline.

“Lowest and best” means a bid 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 Bidder, by submitting a bid, agrees that if its’ bid is accepted by the Commissioners’ Court, such Bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

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

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners’ Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners’ Court, acting as a body, may enter into a contract on behalf of 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 bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written bid.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along 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 Bids in whole or in part received by reason of this Invitation to Bid and may discontinue its efforts under this Invitation to Bid 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 Bidder whose bid does not meet the mandatory requirements set forth in this Invitation to Bid may be considered non-compliant.

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

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners’ Court, such Bidder will furnish all items and services upon the terms and conditions in this Invitation to Bid and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in the Invitation to Bid.

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 35, Requirement of and Proof of Insurance.
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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 Letters 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.

18. DISPUTE AFTER AWARD/PROTEST
Any actual or prospective Bidder who is allegedly aggrieved in connection with the solicitation of this Invitation to Bid or award of a contract resulting therefrom may protest. The protest shall 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.

19. PUBLIC INFORMATION ACT (f/k/a Open Records Act)
The bidder acknowledges that the County is a government 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 bidder 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 bid, Bidder expressly affirms that it has clearly and conspicuously marked any information within its submission that Bidder considers 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 Bidder has marked as confidential, proprietary, and/or trade secret, then the County agrees that it shall provide notice to the Bidder of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Bidder to submit correspondence to the Attorney General if the Bidder wishes its information to be withheld. Bidder is deemed to have knowledge of the Public Information Act. By the submission of its bid, bidder expressly acknowledges that the burden to withhold its' information from public disclosure lays with the bidder; thus, bidder further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if bidder wishes to have its’ information withheld from public disclosure.

20. BIDDER’S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE
Notwithstanding the foregoing Section 19, Bidder acknowledges and agrees that the confidentiality of any and all email addresses Bidder uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and Bidder consents to the release of its email addresses.
21. RESULTANT CONTRACT
Bidder 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, 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, drawings, bid 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, bidder must sign three (3) original contracts and return all three with their bid submittal.

Bidder should submit a proposed contract with its Bid or its sample material terms and conditions for review and
consideration.

22. 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.

23. 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 written reply of why no breach has occurred, shall constitute a
Default of Contract.

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal
Department, and all replies shall be made in writing to the 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
further negotiations. At a minimum, Bidder shall be required to pay any difference in service or materials, should it
become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

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

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 Bidder:

A. Fails to meet delivery or completion schedules; and/or
B. Fails to otherwise perform in accordance with the accepted Bid and the contract.
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24. 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 Bidder should this contract be terminated early.

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

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

26. ESTIMATED QUANTITIES
Any reference to quantities shown in the Invitation to Bid 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.

27. CONTRACTOR INVESTIGATION
Before submitting a bid, each Bidder 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. Bidder shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the bidder receives an award as a result of its bid submission in this procurement, the bidder’s failure to have made such investigations and examinations will in no way relieve the bidder 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.

28. NO COMMITMENT BY COUNTY OF GALVESTON
This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid in response to this Invitation to Bid and does not commit the County of Galveston to procure or contract for services or supplies.

29. BID COSTS BORNE BY BIDDER
Galveston County shall not be liable for any costs incurred by Bidder in preparation, production, or submission of a bid, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for
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any work performed by Bidder 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 by reason of attending a pre-Bid conference. Galveston County shall not be liable for any costs incurred by Bidder by reason of the County invoking use of best and final offers.

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

31. CHANGES IN SPECIFICATIONS
If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County’s employees or officials, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this invitation to bid have been issued, as the successful bidder 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 bids. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such 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 Invitation to Bid 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 bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening or bids.

32. BID 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 bid.

33. BID DISCLOSURES
While this procurement is pending, the names of those who submitted bids will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing or staffing information will be released unless in conformity with the County Purchasing Act. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a bid was received - violations of this provision may result in the rejection of a bid.

34. 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.

35. REQUIREMENT OF AND PROOF OF INSURANCE
The successful Bidder 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.

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 Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder 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 prior to the expiration, termination, or cancellation date of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.
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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 prior to the expiration, termination, or cancellation date 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 its’ employees, including but not limited to full time, part time, and emergency employees employed by the successful Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder 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 Bidder 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 Bidder 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. Bidder 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 Bidder.

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

Subrogation Waiver. Bidder and Bidder’s insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Bidder’s performance under this agreement.

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

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

The cashier’s check or Bidder/bid bond (as applicable) will be returned to each respective unsuccessful Bidder(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful Bidder upon the completion and submission of all contract documents. Provided however, that the cashier’s check or Bidder bond will be forfeited to the County as liquidated damages should successful Bidder fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its bid.
37. PERFORMANCE AND PAYMENT BONDS (if required)
   Successful Bidder, 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 full 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 bid 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. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

38. PATENT AND COPYRIGHT PROTECTION
   The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder 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.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.
39. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)
Bidder 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 bidder 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 Bidder 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 Bidder MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Bidder 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 Bidder MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Family member. For purposes of the business relationship and gift giving reporting requirements, a “family member” means a person related to another person with the first degree of 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.

Family relationship. If Bidder has a “family relationship” with a local government officer of Galveston County then Bidder MUST complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government office or a family member of the local government officer. For this purpose, “family relationship” means Bidder 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.

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

For Bidder’s convenience, a blank CIQ Form is enclosed with this bid package. Blank CIQ Form(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](http://www.co.galveston.tx.us).
Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Bidder’s sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder 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 Bidder is awarded a contract.

If bidder has any questions about compliance with Chapter 176, Bidder 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.

40. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners Court must submit a “Disclosure of Interested Parties” to the County prior to the execution of the contract. This form, the “Disclosure of Interested Parties” form was promulgated by the Texas Ethics Commission, and is the “Form 1295”. **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

The Texas Ethics Commission’s website is: [www.ethics.state.tx.us](http://www.ethics.state.tx.us). The area of the Texas Ethics Commission website pertaining to Form 1295 is:

[www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

**Form 1295 must be completed electronically through the Texas Ethics Commission website** (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. **Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.**

Successful Proposer is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

**No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.**

After the Purchasing Agent’s Office receives the completed, signed, and notarized Form 1295, the Purchasing Agent’s Office will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the County’s receipt of the completed, signed, and notarized Form 1295.
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41. CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, PROPOSED DEBARTMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM
Bidder 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 respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Bidder 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 bid. 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 Bidder’s Bid and is a mandatory requirement of this Invitation to Bid. Bidder’s failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this Invitation to Bid and grounds for the rejection of Bidder’s Bid. Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then bidder must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

http://www.federalcontractorregistry.com/?gcdid=C1G1hF2rr8wCFVykCaQoducaANZw or at https://www.sam.gov/portal/SAM/1.

No contract involving the use of Federal funds may be awarded to any bidder unless and until such registration is current and in good standing under SAM. Successful bidder must maintain SAM registration throughout the entire term of the agreement with the County. If this contract involves the use of Federal funds, then bidder must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of bidder’s response to this procurement (i.e., bid, proposal, or qualifications statement, as applicable).

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

43. CONTROLLING LAW AND VENUE
Bidder acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.
44. MERGERS, ACQUISITIONS
The Bidder shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a bid is submitted.

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

A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
B. New Bidder’s Federal Identification Number (FEIN) and;
C. New Bidder’s proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder’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.

45. 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. Bidder 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 Bidder attributed to these delays, should any occur. In addition, Bidder 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.

46. ACCURACY OF DATA
Information and data provided through this Invitation to Bid are believed to be reasonably accurate.

47. SUBCONTRACTING/ASSIGNMENT
Bidder 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 Bidder of any of its responsibilities under this contract.

48. INDEPENDENT CONTRACTOR
Bidder 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 Bidder or its subcontractors perform in providing the requirements stated in the Invitation to Bid.
49. MONITORING PERFORMANCE
The County shall have the unfettered right to monitor and audit the Bidder’s work in every respect. In this regard, the Bidder shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Bidder shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Bidder’s work and performance under this contract. In the event any such material is not held by the Bidder in its original form, a true copy shall be provided.

50. 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.

51. CONTRACTS SUBJECT TO GRANT FUNDING
Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the bidder acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County’s obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

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

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

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

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

To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.
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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; 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 a contract or subcontract, or to any solicitation or bid 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 contract, 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.
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Representation:
Bidder represents and warrants, by signing and submitting its bid, 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 thereof.

53. NON-COLLUSION AFFIDAVIT
Bidder certifies, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid 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 bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid 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 bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

A blank Non-Collusion Affidavit is included with this Bid packet. Bidder must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its bid. This is a mandatory requirement of this Invitation to Bid. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Bid shall be considered non-compliance with the requirements of this Invitation to Bid by the Bidder and grounds for the rejection of Bidder’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 Invitation to Bid.

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

54. CERTIFICATION REGARDING LOBBYING
Bidder certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of
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congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

c. Bidder shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder’s Bid and is a mandatory requirement of this Invitation to Bid. Bidder’s failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this Invitation to Bid and grounds for the rejection of the Bidder’s Bid. Submission of the certification is a prerequisite for making or entering into a contract with Bidder and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

55. NON-DISCRIMINATION

   a. Equal Employment Opportunity: Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Bidder 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. Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

   Bidder will, in all solicitation or advertisements for employees placed by or on behalf of Bidder, 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.

   Bidder 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.

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


   c. Americans with Disabilities Act: Bidder shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

   d. OSHA Regulations: Bidder 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: Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder 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 Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

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

56. RECORD RETENTION AND RIGHT TO AUDIT
Bidder 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, Bidder shall allow the County reasonable access to the records in Bidder’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 Bidder 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 Bidder 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.

57. 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) Non-discrimination: 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
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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 Non-compliance: 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.

58. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT
Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Bidder certifies that it, 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. Bidder 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 bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the Invitation to Bid and that all such persons are current in child support payments.

59. ANTITRUST
Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its bid, 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.

60. LABOR STANDARDS
On contracts funded under a federal grant: Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal Employment Opportunity”, Copeland, “Anti-Kickback” Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 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. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled “Equal
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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.

61. PROCUREMENT LAWS
a. Bidder shall comply with all applicable local, State, and Federal procurement laws, rules, and regulations.

b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) Equal Employment Opportunity, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, or veteran status.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the contractor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor’s books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
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(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) Small and minority business, women’s business enterprises, and labor surplus area firms (2 C.F.R. § 200.321). The County is required to take affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women’s business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

3.) Davis-Bacon Act as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29
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C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29C.F.R. § 5.12.

5.) **Contract Work Hours and Safety Standards Act.**

(a) Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of at least one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) **Compliance with the Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of $10 for each calendar day on which such individual was
required or permitted to work in excess of the standard work week of forty hours without payment of the
overtime wages required by the clause set forth in paragraph (1) of this subsection.

(3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the
County shall upon its own action or upon written request of an authorized representative of the Department
of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the
contractor or subcontractor under any such contract or any other Federal contract with the same prime
contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards
Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy
any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in
the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in
paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these
clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any
subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this
subsection.

6.) Rights to Inventions Made Under a Contractor Agreement.

(a) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or
subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the
substitution of parties, assignment or performance of experimental, developmental, or research work under the
“funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401,
“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,
Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant
Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program,
and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA
awards under these programs do not meet the definition of “funding agreement.”

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or
cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and
any contractor for the performance of experimental, developmental, or research work funded in whole or in part
by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any
type entered into for the performance of experimental, developmental, or research work under a funding
agreement as defined in the first sentence of this paragraph.

7.) Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-
1387), as amended.

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean
Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or
regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control
Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the
Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State
agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the
Federal Emergency Management Agency, and the appropriate EPA Regional Office.
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8.) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Bidder agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) Procurement of Recovered Materials.

(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(c) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

In the event of any discrepancy between the provisions in this Section 61 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

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

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

63. 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 (Bidder shall provide its notice information with its Bid 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, dully certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when
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CISCO CORE CASE CATALYST 9300 & 9500
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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 (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

Robert Boemer, Director,
Galveston County Legal Department
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 770-5560

To the Contractor at:

(Bidder to provide its contact name, address, and facsimile number for notice under the contract.)

64. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL
Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) prior to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

65. FEDERAL GOVERNMENT NOT A PARTY
Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

66. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

End of General Provision Section

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SPECIAL PROVISIONS
CISCO CORE CASE CATALYST 9300 & 9500
GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS
CISCO CORE CASE CATALYST 9300 & 9500
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The Special Provisions section of this Invitation to Bid solicitation and the exhibits attached herein are made a part of
the entire agreement between the parties with respect to the subject matter of the Invitation to Bid and Resultant
Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with
respect thereto.

A. PURPOSE:
The County of Galveston is requesting pricing for Cisco Core Case Catalyst 9300 and 9500 supplies and
materials for systems as described herein for the restoration and upgrading of the current EMC Systems at the
following locations:

League City Public Safety Building (Data Center)       Galveston County Courthouse
555 Walker St.                  722 Moody Ave.
League City, Texas 77573             Galveston, Texas 77550

B. BID/PROPOSAL GUARANTEE
A bid bond is not a requirement of this solicitation request.

C. PERFORMANCE AND PAYMENT BONDS
Performance and Payment bonds are not a requirement of this solicitation.

D. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process is not applicable to this solicitation.

E. PROCUREMENT TIMELINE
A timeline for this ITB and initial process are included below. Galveston County reserves the right to change
these dates and will notify proposers of any changes via addendum:

<table>
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<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>Advertise ITB (first date of publication)</td>
<td>Thursday, November 2, 2017</td>
</tr>
<tr>
<td>Advertise ITB (second date of publication)</td>
<td>Thursday, November 9, 2017</td>
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<td>Deadline for Questions &amp; Inquiries</td>
<td>Monday, November 13, 2017 by 5:00 P.M.</td>
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<td>Bids due from Public/ITB Opening</td>
<td>Tuesday, November 21, 2017 @ 2:45 P.M</td>
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F. SUBMISSION INSTRUCTIONS
One (1) original and four (4) copies of the requested bid submittals must be submitted no later than 2:45 P.M.
CST, on Tuesday, November 21, 2017, to:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The time stamp clock located in the Purchasing Agent’s office shall serve as the official time keeping piece for
this solicitation process. Any proposals received after 2:45 P.M. CST on the specified date will be returned
unopened.
SPECIAL PROVISIONS
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G. NAME BRANDS
The mention of name brands is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

H. EXCEPTIONS
Any exceptions to proposal conditions should be listed on separate sheets of paper, attached to bid submittal, and submitted with bid at the specified date and time of bid opening.

I. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION
Bidders desiring an explanation or interpretation relative to this solicitation, must request it in writing. Oral explanations or instructions will not be binding. Any information given to a bidder, which in the opinion of the County affects all bidders or would be prejudicial to other bidders if not communicated, shall be furnished to all other bidders as an addendum to the solicitation. Direct inquiries to the following:

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
722 Moody (21st Street)  
Galveston, Texas 77550  
e-mail: rufus.crowder@co.galveston.tx.us

Bidders must e-mail their inquiries (with the subject line “CISCO CORE CASE CATALYST 9300 & 9500–ITB #B18007 - Questions”) for additional information and/or clarification to the address listed above. The request must include the proposer’s name and the ITB number and title. Any request for additional information or clarification must be received in writing no later than seven (7) calendar days prior to the proposal due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The County, at its sole discretion, may not issue a response to an ITB submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this ITB or in any written addendum to this ITB. Where there appears to be conflict between the ITB and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County’s procurement web page located at http://www.galvestoncountytx.gov/pu/Pages/BidListings.aspx.

The Bidder must acknowledge the receipt of all addenda on the forms provided. In the event a Bidder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addendum does not materially affect the Response, waive the acknowledgement of one or more addenda.

Bidders who submit inquiries after the deadline date for receipt of questions indicated on the Procurement Timeline risk that its submittal will not be responsive or competitive because the County is not able to respond before the ITB receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website are considered as an addendum to, and part of, this ITB.
SPECIAL PROVISIONS
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J. INSURANCE REQUIREMENTS
Qualified Vendors performing work or providing services at or on any County owned facility and/or property are required to maintain the following insurance:

- a policy of third party liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners’ of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by the vendor and providing that the amount by reason of services limits shall be not less than the following sums:
  a. for damages arising out of bodily injury to or death of one person in any one accident: $100,000.00 Dollars;
  b. for damages arising out of bodily injury to or death of two or more persons in any one accident: $300,000.00 Dollars; and,
  c. for any injury to or destruction of property in any one accident: $100,000.00 Dollars.

- Workers’ Compensation Insurance Policy 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.
  Alternatively, Vendors may establish a self-insurance program and, utilizing the services of a third party administrator, self-insure against Workers Compensation claims as is permitted by the Texas Workers Compensation Commission. But, Vendors may not elect to “go bare” for Workers Compensation purposes.

All policies and/or Certificates of Insurance, with the exception of Workers Compensation, shall include the County of Galveston as an additional named insured.

Current insurance Certificates certifying that such policies as specified above are in full force and effect must be furnished by Vendors to the Purchasing Department prior to the Vendor being permitted to perform work or to provide services. In the case of Workers Compensation, a letter certifying that the Vendor is self-insured will suffice.

On occasion, other forms of insurance and additional requirements may be required of Vendors as a condition of performing work or providing services. Such additional requirements will be found in the County’s advertisement for bids or Request for Proposals. All vendors are required to familiarize themselves with any additional insurance requirements that may be contained in any such bid or proposal package.

K. TYPE OF CONTRACT
It is the intent of this solicitation to enter into a firm fixed-price contract, which would result in no immediate cost to the County.

The resultant contract consists of the following documents: Request for Qualification, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposal Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.
L. COLLABORATIVE CONTRACT
   The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

   Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

M. SPECIFICATIONS
   Vendors should list the company name and unit pricing information of the requested supplies and materials in the proper sections on ATTACHMENT A, Cisco Core Catalyst 9300 and 9500 Pricing Spreadsheet, and return the completed attachment with the bid submittal. The protected and fillable ATTACHMENT A, can be found on the County’s website at http://www.galvestoncountytx.gov/pu/Pages/BidListings.aspx.

N. PROGRAM ADMINISTRATION
   The County’s Information Technology Department will designate a Program Administrator that will manage the work to be performed under the resultant contract, who for the purpose of this ITB is:

   La’Neisha Kelly  
   Information Technology Enterprise Service Manager  
   722 Moody, 2nd Floor  
   Galveston, TX 77550  
   (409) 766-2220

   The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

- End of Special Provision Section -
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# ATTACHMENT A

## Cisco Core Catalyst 9300 and 9500 Pricing Spreadsheet

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Product Code</th>
<th>Description</th>
<th>Qty</th>
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## ATTACHMENT A

**Cisco Core Catalyst 9300 and 9500 Pricing Spreadsheet**

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<thead>
<tr>
<th>Item No.</th>
<th>Product Code</th>
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<th>Qty</th>
<th>Units</th>
<th>Manufacturer Part Number</th>
<th>Unit Price</th>
<th>Extended Price</th>
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### VENDOR NAME

0

### County Use Only

#### Description

- **C1 Advantage Term C9300 48P SY - DNA, 25 ISE PLS, 25 SWATCH**
  - Qty: 5
  - Units: each
  - Manufacturer Part Number: C1A1TCAT93002-5Y
  - Unit Price: $ -
  - Extended Price: $ -

- **Cisco ONE Add-On Session Opt Out (No Fulfillment)**
  - Qty: 5
  - Units: each
  - Manufacturer Part Number: C1-ADD-OPTOUT
  - Unit Price: $ -
  - Extended Price: $ -

### Cisco Spark Board

#### Description

- **Cisco Spark Board 55**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: SPARK-BOARD55-K9
  - Unit Price: $ -
  - Extended Price: $ -

- **ESS WITH 8X5XNBD Cisco Spark Board 55**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: CON-ECDN-SPARKBRD
  - Unit Price: $ -
  - Extended Price: $ -

- **Power Cord for United States of America 4.5m 10A**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: PWR-CORD-USA-F
  - Unit Price: $ -
  - Extended Price: $ -

- **Cisco Spark Board 55 Wall Mount Kit**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: SPARK-BOARD55-WMK
  - Unit Price: $ -
  - Extended Price: $ -

- **CAB (16,4 feet /Sm GREY ETHERNET**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: CAB-ETH-5M-GR+
  - Unit Price: $ -
  - Extended Price: $ -

- **Cisco Spark Board, Cable Management kit**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: SPBOARD-CBMTGMGT
  - Unit Price: $ -
  - Extended Price: $ -

- **Cisco Spark Board 55 - unit**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: SPARK-BOARD55
  - Unit Price: $ -
  - Extended Price: $ -

### Spark Board 3 year Subscription

#### Description

- **Spark Shared Resources**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: A-SPK-SH
  - Unit Price: $ -
  - Extended Price: $ -

- **Basic Support for Cisco Spark**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: SVS-SPK-SUPT-BAS
  - Unit Price: $ -
  - Extended Price: $ -

- **Spark Board 55â€¢ and 70â€¢ - Room Registration Included**
  - Qty: 1
  - Units: each
  - Manufacturer Part Number: A-SPK-SH-ND-BRD
  - Unit Price: $ -
  - Extended Price: $ -

### Patch Cords

#### Description

- **4 Meter, LC to SC Fiber Optic Patch Cords, MM**
  - Qty: 64
  - Units: each
  - Manufacturer Part Number: Patch Cords
  - Unit Price: $ -
  - Extended Price: $ -

- **SC-SC Coupler**
  - Qty: 64
  - Units: each
  - Manufacturer Part Number: FADSCAQ
  - Unit Price: $ -
  - Extended Price: $ -

### Total Extended Price of All Items

$ -
BID FORM
CISCO CORE CASE CATALYST 9300 & 9500
COUNTY OF GALVESTON, TEXAS

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

THE COMPANY OF: ____________________________________________

ADDRESS: ___________________________________________________

________________________________________________________________

FEIN (TAX ID): _________________________________________________

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

Items: Confirmed (X):
1. References (if required) ______
2. Addenda, if any #1 #2 #3 #4
3. One (1) original and four (4) copies of submittal ______
4. Bid Form ______
5. Vendor Qualification Packet ______
6. Debarment Certification Form ______
7. Non-Collusion Affidavit ______
8. Payment Terms: net 30 Other

Person to contact regarding this bid: ________________________________

Title: ___________________________ Phone: ________________________ Fax: __________________

E-mail address: ________________________________________________

Name of person authorized to bind the Firm: ________________________

Signature: ___________________________ Date: _____________________

Title: ___________________________ Phone: ________________________ Fax: __________________

E-mail address: ________________________________________________
BID FORM
CISCO CORE CASE CATALYST 9300 & 9500
GALVESTON COUNTY, TEXAS

Bidder shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: _____________________________
   Address: ___________________________
   Telephone Number: ___________ Facsimile number: __________________

2. If a copy of notice is requested, please complete below:

   Name: _____________________________
   Address: ___________________________
   Telephone Number: ___________ Facsimile number: __________________

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as “Supplementary Notice Information.”

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

1. References who can attest to the Bidder’s capability to carry out the requirements set forth in this bid:

   Business Name of Organization: _____________________________
   Name of Person: _____________________________
   Title of Individual within Organization, if applicable: _____________________________
   Business address: _____________________________
   Telephone number: _____________________________ Facsimile number: _____________________________

   Business Name of Organization: _____________________________
   Name of Person: _____________________________
   Title of Individual within Organization, if applicable: _____________________________
   Business address: _____________________________
   Telephone number: _____________________________ Facsimile number: _____________________________

   Business Name of Organization: _____________________________
   Name of Person: _____________________________
   Title of Individual within Organization, if applicable: _____________________________
   Business address: _____________________________
   Telephone number: _____________________________ Facsimile number: _____________________________
References of major supplier of Bidder who can speak to the financial capability of the Bidder to carry out the requirements set forth in this bid:

1. Business Name of Supplier __________________________________________
   Name of Person: ___________________________________________________
   Title of Individual within business: ________________________________
   Business address: ________________________________________________

   Telephone number: ______________________ Facsimile number: ____________

2. Business Name of Supplier __________________________________________
   Name of Person: ___________________________________________________
   Title of Individual within business: ________________________________
   Business address: ________________________________________________

   Telephone number: ______________________ Facsimile number: ____________

3. Business Name of Supplier __________________________________________
   Name of Person: ___________________________________________________
   Title of Individual within business: ________________________________
   Business address: ________________________________________________

   Telephone number: ______________________ Facsimile number: ____________

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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 ITB # B181007 Cisco Core Case Catalyst 9300 & 9500

- 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 ______________________, 2017.

______________________________
Notary Public

My Commission Expires: ______________________
County of Galveston
Purchasing Department
Vendor Qualification Packet
(rev. 1.3, July 5, 2017)

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

Form CIQ: Conflict of Interest Questionnaire

Debarment:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Vendors/contractor 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. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor’s uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor 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 this Vendor Qualification Packet. 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 this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor’s failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor’s request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to
Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.

Information regarding the SAM is available at:

http://www.federalcontractorregistry.com/?gc UID=C1G1h2rr8wCFYkCqQodueANzW or at https://www.sam.gov/portal/SAM/#1.

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor’s response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

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.
# 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:**  
**Department:**  
**Phone / Ext. #:**  
**Date:**

**Action Requested - Check One:**  
( ) Add New  
( ) Change Data  
( ) Re-activate  
( ) Inactivate  
( ) Employee  
( ) Attorney  
( ) Landlord  
( ) Foster Parent  
( ) Refund  
( ) One Time  
( ) Foster Child
Form W-9  
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

<table>
<thead>
<tr>
<th>Print or type special instructions on page 2.</th>
</tr>
</thead>
</table>

**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 your employer identification number (EIN). For other entities, it is the entity number issued by the IRS. If you do not have a number, see How to get a TIN on page 3.

**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. Arrangement IRA, and generally, payments other than interest and dividends, you are required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**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,

Cat. No. 10231X
Form W-9 (Rev. 10-2007)
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 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
  incomes 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 (signed 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 exemption 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 meet certain conditions and pay to the
  IRS 29% 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-8.

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
willing 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. If you falsely provide
  certifications or affirmations that 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, 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 ("F" 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 501.7701-3, 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 403(b)(7).
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.
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 536(a),
13. A financial institution,
14. A nominee or custodian,
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.

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have a TIN, you may use 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 it in the social security number box. If you do not have an EIN, see How to get an EIN below.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for a 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 a TIN, 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, 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.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, resident alien, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if it is not clear that you are a U.S. person, resident alien, or resident alien.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered inactive 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.
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 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 1-800-283-4749.

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 email. 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 6103 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 other identified information, without your permission, to commit fraud or other crimes. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, to other taxing authorities, to the states, the District of Columbia, and U.S. territories, 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. Payees must generally withhold 25% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payee. Certain penalties may also apply.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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.

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.

________________________________________________________________________
Signature of vendor doing business with the governmental entity  Date

Adopted 8/7/2015
County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: ITB #B181007

Solicitation Title: Cisco Core Case Catalyst 9300 & 9500

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

__________________________________________________________________________
By: __________________________
Signature

__________________________________________________________________________
Date

__________________________________________________________________________
Printed Name & Title
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| 0022 | | Cisco ONE Advantage High Term, C9500 | 3 | each | C1A1TCat95001 | - | - |
| 0023 | | C1 Advantage High Term C9500 SY - DNA, 25 ISE PLS, 25 SWATCH | 3 | each | C1A1TCat95001-5Y | - | - |
| 0024 | | Cisco ONE C9500 DNA Advantage 24-Port Term licenses | 3 | each | C1-C9500-24-DNAA-T | - | - |
| 0025 | | Cisco ONE Subscription SKU SY | 3 | each | C1-C9500-TRK-SY | - | - |
| 0026 | | Cisco ONE StealthWatch License Term - 1 Flow License | 75 | each | C1-SWATCH-T | - | - |
| 0027 | | Cisco ONE Subscription SWATCH SKU SY | 75 | each | C1-SWATCH-TRK-SY | - | - |
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| 0030 | | Cisco ONE ISE PLUS License Term | 75 | each | C1-ISE-PLS-T | - | - |
| 0031 | | Cisco ONE Subscription SKU ISE Plus SY | 75 | each | C1-ISE-PLS-TRK-SY | - | - |
| 0032 | | North America AC Type A Power Cable | 6 | each | CAB-TA-NA | - | - |
| 0033 | | CAT9500 Universal image | 3 | each | S9500UK9-166 | - | - |
## Catalyst 9300 and 9500 Pricing Spreadsheet

### Catalyst 9300 Switches

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**Extended Price Total of All Items**: $ -