



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB  
PURCHASING AGENT

COUNTY COURTHOUSE  
722 Moody (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor  
GALVESTON, TEXAS 77550  
(409) 770-5371

GWEN MCLAREN, CPPB  
ASST. PURCHASING AGENT

March 1, 2016

Mrs. Sara Holland  
Sun Coast Resources, Inc.  
6405 Cavalcade St., Bldg. 1  
Houston, TX 77026

**Re: RFP #B162005 Motor Fuels, Oils, Fluids & Greases  
Contract #CM16115**

Mrs. Holland,

At the regular meeting of the Galveston County Commissioners' Court held on March 1, 2016, Sun Coast Resources, Inc., was awarded the contract associated with RFP #B162005 Motor Fuels, Oils, Fluids & Greases. Prior to receiving the notification to proceed, please forward all required documents as required in the proposal document. A copy of your contract will be forwarded to your company once all signatures have been obtained.

Invoices associated with this contract are to be sent to the following address:

Galveston County Auditor's Office  
P.O. Box 1418  
Galveston, Texas 77553

If you have any questions, please feel free to call.

CONGRATULATIONS and we look forward to doing business with your company!

Sincerely,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", followed by a long horizontal line extending to the right.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**Bid Summary Sheet  
Motor Fuels, Oils, and Greases  
Galveston County, Texas**

Item	Product Code	Description	Quantity		Units		Bay Oil Company		Sun Coast Resources		Apache Oil		Petroleum Traders		A.J. Hur, Inc.	
			Quantity	Units	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	40515		500	GL	\$ 0.25	\$ 125.00	\$ 0.20	\$100.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid		
2	40515		1500	GL	\$ 0.19	\$ 285.00	\$ 0.08	\$120.00	\$ 0.14	\$210.00	No Bid	No Bid	No Bid	No Bid		
3	40515		3000	GL	\$ 0.14	\$ 420.00	\$ 0.05	\$150.00	\$ 0.08	\$240.00	No Bid	No Bid	No Bid	No Bid		
4	40515		4000	GL	\$ 0.06	\$ 240.00	\$ 0.045	\$180.00	\$ 0.06	\$240.00	\$ 0.0001	\$0.60	No Bid	No Bid		
5	40515		6000	GL	\$ 0.04	\$ 240.00	\$ 0.03	\$180.00	\$ 0.04	\$240.00	No Bid	No Bid	No Bid	No Bid		
6	40515		500	GL	\$ 0.08	\$ 40.00	\$ 0.20	\$100.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid		
7	40515		1500	GL	\$ 0.09	\$ 135.00	\$ 0.08	\$120.00	\$ 0.14	\$210.00	No Bid	No Bid	No Bid	No Bid		
8	40515		3000	GL	\$ 0.09	\$ 270.00	\$ 0.05	\$150.00	\$ 0.08	\$240.00	No Bid	No Bid	No Bid	No Bid		
9	40515		4000	GL	\$ 0.05	\$ 200.00	\$ 0.045	\$180.00	\$ 0.06	\$240.00	No Bid	No Bid	No Bid	No Bid		
10	40515		6000	GL	\$ 0.03	\$ 180.00	\$ 0.03	\$180.00	\$ 0.04	\$240.00	\$ 0.0174	\$104.40	No Bid	No Bid		
11	40515		500	GL	\$ 0.19	\$ 95.00	\$ 0.20	\$100.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid		
12	40515		1500	GL	\$ 0.19	\$ 285.00	\$ 0.08	\$120.00	\$ 0.14	\$210.00	No Bid	No Bid	No Bid	No Bid		
13	40515		3000	GL	\$ 0.19	\$ 570.00	\$ 0.05	\$150.00	\$ 0.08	\$240.00	No Bid	No Bid	No Bid	No Bid		
14	40515		4000	GL	\$ 0.15	\$ 600.00	\$ 0.045	\$180.00	\$ 0.06	\$240.00	No Bid	No Bid	No Bid	No Bid		
15	40515		6000	GL	\$ 0.05	\$ 300.00	\$ 0.03	\$180.00	\$ 0.04	\$240.00	\$ 0.0099	\$59.40	No Bid	No Bid		
16	40515		500	GL	\$ 0.21	\$ 105.00	\$ 0.48	\$240.00	\$ 0.58	\$290.00	No Bid	No Bid	No Bid	No Bid		
17	40515		1500	GL	\$ 0.19	\$ 285.00	\$ 0.20	\$300.00	\$ 0.30	\$450.00	No Bid	No Bid	No Bid	No Bid		
18	40515		3000	GL	\$ 0.29	\$ 870.00	\$ 0.12	\$360.00	\$ 0.15	\$450.00	No Bid	No Bid	No Bid	No Bid		
19	40515		4000	GL	\$ 0.19	\$ 760.00	\$ 0.07	\$280.00	\$ 0.08	\$320.00	\$ 0.0118	\$70.80	No Bid	No Bid		
20	40515		6000	GL	\$ 0.05	\$ 300.00	\$ 0.05	\$300.00	\$ 0.06	\$360.00	No Bid	No Bid	No Bid	No Bid		
21	40515		500	GL	\$ 0.29	\$ 145.00	\$ 0.48	\$240.00	\$ 0.58	\$290.00	No Bid	No Bid	No Bid	No Bid		
22	40515		1500	GL	\$ 0.48	\$ 720.00	\$ 0.20	\$300.00	\$ 0.30	\$450.00	No Bid	No Bid	No Bid	No Bid		
23	40515		3000	GL	\$ 0.45	\$ 1,350.00	\$ 0.12	\$360.00	\$ 0.15	\$450.00	No Bid	No Bid	No Bid	No Bid		
24	40515		4000	GL	\$ 0.25	\$ 1,000.00	\$ 0.07	\$280.00	\$ 0.08	\$320.00	\$ 0.0013	\$7.80	No Bid	No Bid		
25	40515		6000	GL	\$ 0.05	\$ 300.00	\$ 0.05	\$300.00	\$ 0.06	\$360.00	No Bid	No Bid	No Bid	No Bid		
26	40515		500	GL	\$ 0.36	\$ 180.00	\$ 0.48	\$240.00	\$ 0.58	\$290.00	No Bid	No Bid	No Bid	No Bid		
27	40515		1500	GL	\$ 0.48	\$ 720.00	\$ 0.20	\$300.00	\$ 0.30	\$450.00	No Bid	No Bid	No Bid	No Bid		
28	40515		3000	GL	\$ 0.48	\$ 1,440.00	\$ 0.12	\$360.00	\$ 0.15	\$450.00	No Bid	No Bid	No Bid	No Bid		
29	40515		4000	GL	\$ 0.20	\$ 800.00	\$ 0.07	\$280.00	\$ 0.08	\$320.00	\$ 0.0273	\$163.80	No Bid	No Bid		
30	40515		6000	GL	\$ 0.05	\$ 300.00	\$ 0.05	\$300.00	\$ 0.06	\$360.00	No Bid	No Bid	No Bid	No Bid		
31	40515		500	GL	\$ 0.20	\$ 100.00	\$ 0.21	\$105.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid		
32	40515		1500	GL	\$ 0.23	\$ 345.00	\$ 0.09	\$135.00	\$ 0.14	\$210.00	No Bid	No Bid	No Bid	No Bid		
33	40515		3000	GL	\$ 0.15	\$ 450.00	\$ 0.05	\$150.00	\$ 0.08	\$240.00	No Bid	No Bid	No Bid	No Bid		
34	40515		4000	GL	\$ 0.09	\$ 360.00	\$ 0.05	\$200.00	\$ 0.06	\$240.00	No Bid	No Bid	No Bid	No Bid		
35	40515		6000	GL	\$ 0.05	\$ 300.00	\$ 0.02	\$120.00	\$ 0.04	\$240.00	\$ 0.0192	\$115.20	No Bid	No Bid		

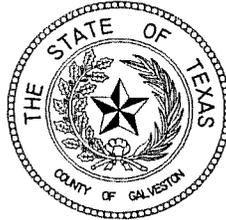
**Bid Summary Sheet**  
**Motor Fuels, Oils, and Greases**  
**Galveston County, Texas**

Item	Product Code	Description	Quantity	Units	Bay Oil Company		Sun Coast Resources		Apache Oil		Petroleum Traders		Avalon Hurst, Inc.	
					Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
36	40515		500	GL	\$ 0.29	\$ 145.00	\$ 0.21	\$105.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid
37	40515		1500	GL	\$ 0.23	\$ 345.00	\$ 0.09	\$135.00	\$ 0.14	\$210.00	No Bid	No Bid	No Bid	No Bid
38	40515		3000	GL	\$ 0.12	\$ 360.00	\$ 0.05	\$150.00	\$ 0.08	\$240.00	No Bid	No Bid	No Bid	No Bid
39	40515		4000	GL	\$ 0.06	\$ 240.00	\$ 0.05	\$200.00	\$ 0.06	\$240.00	No Bid	No Bid	No Bid	No Bid
40	40515		6000	GL	\$ 0.05	\$ 300.00	\$ 0.03	\$180.00	\$ 0.04	\$240.00	\$ 0.0178	\$106.80	No Bid	No Bid
41	40515		500	GL	\$ 0.30	\$ 150.00	\$ 0.21	\$105.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid
42	40515		1500	GL	\$ 0.25	\$ 375.00	\$ 0.09	\$135.00	\$ 0.14	\$210.00	No Bid	No Bid	No Bid	No Bid
43	40515		500	GL	\$ 0.32	\$ 160.00	\$ 0.21	\$105.00	\$ 0.08	\$40.00	No Bid	No Bid	No Bid	No Bid
44	40515		1500	GL	\$ 0.29	\$ 435.00	\$ 0.09	\$135.00	\$ 0.06	\$90.00	No Bid	No Bid	No Bid	No Bid
45	40515		500	GL	\$ 0.48	\$ 240.00	\$ 0.45	\$225.00	\$ 0.60	\$300.00	No Bid	No Bid	No Bid	No Bid
46	40515		1	DR	\$ 528.02	\$ 528.02	\$ 544.50	\$544.50	\$ 460.15	\$460.15	No Bid	No Bid	\$ 440.00	\$440.00
47	40515		1	DR	\$ 305.86	\$ 305.86	\$ 272.25	\$272.25	\$ 363.82	\$363.82	No Bid	No Bid	\$ 335.50	\$335.50
48	40515		1	DR	\$ 491.78	\$ 491.78	\$ 374.00	\$374.00	\$ 447.55	\$447.55	No Bid	No Bid	\$ 382.25	\$382.25
49	40515		1	DR	\$ 528.98	\$ 528.98	\$ 391.60	\$391.60	\$ 479.45	\$479.45	No Bid	No Bid	\$ 412.50	\$412.50
50	40515		1	DR	\$ 534.47	\$ 534.47	\$ 580.80	\$580.80	\$ 465.15	\$465.15	No Bid	No Bid	\$ 437.25	\$437.25
51	40515		1	DR	\$ 646.12	\$ 646.12	\$ 452.10	\$452.10	\$ 545.00	\$545.00	No Bid	No Bid	\$ 522.50	\$522.50
52	40515		1	DR	\$ 305.86	\$ 305.86	\$ 272.25	\$272.25	\$ 363.82	\$363.82	No Bid	No Bid	\$ 335.50	\$335.50
53	40515		1	DR	\$ 532.92	\$ 532.92	\$ 401.50	\$401.50	\$ 459.70	\$459.70	No Bid	No Bid	\$ 382.25	\$382.25
54	40515		1	DR	\$ 454.80	\$ 454.80	\$ 206.40	\$206.40	\$ 326.84	\$326.84	No Bid	No Bid	\$ 249.97	\$249.97
55	40515		1	DR	\$ 528.98	\$ 528.98	\$ 544.50	\$544.50	\$ 479.45	\$479.45	No Bid	No Bid	\$ 412.50	\$412.50
56	40515		1	DR	\$ 1,358.53	\$ 1,358.53	\$ 1,490.50	\$1,490.50	\$ 1,537.95	\$1,537.95	No Bid	No Bid	No Bid	No Bid
57	40515		1	DR	\$ 832.12	\$ 832.12	\$ 991.65	\$991.65	\$ 861.10	\$861.10	No Bid	No Bid	\$ 1,004.85	\$1,004.85
58	40515		1	DR	\$ 491.74	\$ 491.74	\$ 374.00	\$374.00	\$ 447.55	\$447.55	No Bid	No Bid	\$ 382.25	\$382.25
59	40515		1	DR	\$ 560.36	\$ 560.36	\$ 432.30	\$432.30	\$ 538.60	\$538.60	No Bid	No Bid	\$ 709.50	\$709.50
60	40515		1	DR	\$ 823.51	\$ 823.51	\$ 512.05	\$512.05	\$ 592.10	\$592.10	No Bid	No Bid	\$ 595.00	\$595.00
61	40515		120	LB	\$ 251.47	\$ 251.47	\$ 3.22	\$386.40	\$ 3.00	\$360.18	No Bid	No Bid	\$ 2.91	\$349.00
62	40515		120	LB	\$ 2.26	\$ 271.32	\$ 1.72	\$206.40	\$ 3.02	\$362.05	No Bid	No Bid	\$ 1.95	\$234.00
63	40515		120	LB	\$ 7.85	\$ 941.52	\$ 1.72	\$206.40	\$ 2.61	\$313.28	No Bid	No Bid	\$ 2.08	\$249.97
64	40515		1	DR	\$ 633.85	\$ 633.85	\$ 455.95	\$455.95	\$ 591.10	\$591.10	No Bid	No Bid	\$ 650.00	\$650.00
65	40515		1	DR	\$ 439.07	\$ 439.07	\$ 262.90	\$262.90	\$ 427.00	\$427.00	No Bid	No Bid	\$ 255.00	\$255.00
66	40515		1	DR	\$ 474.69	\$ 474.69	\$ 306.90	\$306.90	\$ 591.60	\$591.60	No Bid	No Bid	\$ 498.00	\$498.00
67	40515		300	GL	\$ 0.50	\$ 150.00	\$ 0.40	\$120.00	\$ 0.75	\$225.00	No Bid	No Bid	No Bid	No Bid
68	40515		1500	GL	\$ 0.58	\$ 870.00	\$ 0.20	\$300.00	\$ 0.30	\$450.00	No Bid	No Bid	No Bid	No Bid
69	40515		10000	GL	\$ 0.08	\$ 800.00	\$ 0.03	\$300.00	\$ 0.25	\$2,500.00	\$ 0.0113	\$113.00	No Bid	No Bid
70	40515		10000	GL	\$ 0.08	\$ 800.00	\$ 0.03	\$300.00	\$ 0.26	\$2,600.00	\$ 0.0183	\$183.00	No Bid	No Bid

**Bid Summary Sheet  
Motor Fuels, Oils, and Greases  
Galveston County, Texas**

Item	Product Code	Description	Quantity		Units		Bay Oil Company		Sun Coast Resources		Apache Oil		Petroleum Traders		A. J. Hunt, Inc.				
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price			
71	40515		3000		GL	\$ 0.12	\$ 360.00	\$ 0.08	\$240.00	\$ 0.09	\$270.00	No Bid	No Bid	No Bid	No Bid	No Bid			
72	40515		7000		GL	\$ 0.10	\$ 700.00	\$ 0.03	\$210.00	\$ 0.04	\$280.00	\$ 0.0045	\$31.50	No Bid	No Bid	No Bid			
73	40515		230		GL	\$ 1.09	\$ 250.00	\$ 0.50	\$115.00	\$ 0.09	\$20.70	No Bid	No Bid	No Bid	No Bid	No Bid			
74	40515		3000		GL	\$ 0.08	\$ 250.00	\$ 0.08	\$240.00	\$ 0.08	\$240.00	No Bid	No Bid	No Bid	No Bid	No Bid			
75	40515		3000		GL	\$ 0.08	\$ 250.00	\$ 0.08	\$240.00	\$ 0.10	\$300.00	No Bid	No Bid	No Bid	No Bid	No Bid			
76	40515		500		GL	\$ 0.50	\$ 250.00	\$ 0.20	\$100.00	\$ -	\$0.00	No Bid	No Bid	No Bid	No Bid	No Bid			
77	40515		500		GL	\$ 0.50	\$ 250.00	\$ 0.20	\$100.00	\$ 0.05	\$25.00	No Bid	No Bid	No Bid	No Bid	No Bid			
78	40515		2000		GL	\$ 0.13	\$ 250.00	\$ 0.05	\$100.00	\$ 0.15	\$300.00	No Bid	No Bid	No Bid	No Bid	No Bid			
79	40515		1000		GL	\$ 0.25	\$ 250.00	\$ 0.10	\$100.00	\$ 0.25	\$250.00	No Bid	No Bid	No Bid	No Bid	No Bid			
80	40515		500		GL	\$ 0.28	\$ 140.00	\$ 0.20	\$100.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid	No Bid			
81	40515		1500		GL	\$ 0.20	\$ 300.00	\$ 0.09	\$135.00	\$ 0.17	\$255.00	No Bid	No Bid	No Bid	No Bid	No Bid			
82	40515		3000		GL	\$ 0.09	\$ 270.00	\$ 0.05	\$150.00	\$ 0.09	\$270.00	No Bid	No Bid	No Bid	No Bid	No Bid			
83	40515		4000		GL	\$ 0.07	\$ 280.00	\$ 0.05	\$200.00	\$ 0.07	\$280.00	No Bid	No Bid	No Bid	No Bid	No Bid			
84	40515		6000		GL	\$ 0.04	\$ 240.00	\$ 0.02	\$120.00	\$ 0.05	\$300.00	\$ 0.0213	\$127.80	No Bid	No Bid	No Bid			
85	40515		500		GL	\$ 0.32	\$ 160.00	\$ 0.20	\$100.00	\$ 0.45	\$225.00	No Bid	No Bid	No Bid	No Bid	No Bid			
86	40515		1500		GL	\$ 0.25	\$ 375.00	\$ 0.09	\$135.00	\$ 0.16	\$240.00	No Bid	No Bid	No Bid	No Bid	No Bid			
87	40515		3000		GL	\$ 0.19	\$ 570.00	\$ 0.05	\$150.00	\$ 0.09	\$270.00	No Bid	No Bid	No Bid	No Bid	No Bid			
88	40515		4000		GL	\$ 0.15	\$ 600.00	\$ 0.05	\$200.00	\$ 0.07	\$280.00	No Bid	No Bid	No Bid	No Bid	No Bid			
89	40515		6000		GL	\$ 0.06	\$ 360.00	\$ 0.02	\$120.00	\$ 0.05	\$300.00	\$ 0.0213	\$127.80	No Bid	No Bid	No Bid			
90	40515		1		DR	\$ 489.97	\$ 489.97	\$ 306.90	\$306.90	\$ 484.45	\$484.45	\$ 499.97	\$ 499.97	\$ 499.97	\$ 499.97	\$499.97			
							Total - Motor Fuel	\$ 26,290.00	\$ 12,690.00	\$ 22,355.70	\$ 1,211.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
							Total Oil & Lubes	\$ 12,425.31	\$ 9,972.25	\$ 11,497.89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
							Grand Total	\$ 38,715.31	\$ 22,662.25	\$ 33,853.59	\$ 1,211.90	\$ 9,337.76	\$ 9,337.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**INVITATION TO BID**

**BID #B162005**

**MOTOR FUELS, OILS, FLUIDS & GREASES**

**BID DUE DATE: 01/28/2016**

**2:45 P.M.**

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



ITB #B162005  
OPEN: 01/28/2016  
TIME: 2:45 P.M.

## INVITATION TO BID MOTOR FUELS, OILS, FLUIDS & GREASES GALVESTON COUNTY, TEXAS

Sealed bids in sets of four (4), one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until 2:45 P.M. CST, on 01/28/2016 and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any bid received after 2:45 P.M. CST on the specified date will be returned unopened.

### Purpose:

The County of Galveston requests bids for the purpose of selecting a vendor or vendors to supply regular unleaded gasoline, unleaded plus (mid-grade) gasoline, and #2 diesel fuel low sulfur with additive and oils, fluids, greases for use in Galveston County vehicles and equipment. Separate awards may be made for Mainland, Galveston Island and Port Bolivar Peninsula locations, however, this bid in its entirety may be awarded to a single vendor, whatever is most advantageous to the County of Galveston. Bidders must submit examples detailing the method of calculation of excise taxes, delivery fees, etc., of pricing on invoices delivered to the County. Bids for oils, fluids, and greases may be awarded separately.

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

**ITB #B162005**

**MOTOR FUELS, OILS, FLUIDS & GREASES**

Bidders name, return address, and the enclosed label should be prominently displayed on the bid 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, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListing.aspx>.

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

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.

### Bond Requirement:

No bond is required with this Invitation to Bid.

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

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS & GREASES  
GALVESTON COUNTY, TEXAS**

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MOTOR FUELS, OILS, FLUIDS & GREASES  
GALVESTON COUNTY, TEXAS**

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**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 four (4), one (1) original and three (3) copies on the forms provided by the County if 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. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the 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 Request for Bid;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics;
- E. and be otherwise qualified and eligible to receive an award.

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

**3. TIME FOR RECEIVING BIDS:**

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

**4. BID OPENING:**

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

**5. 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.

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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.

**6. 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 request for bid;
- to waive any informality in the Bids received;
- to disregard the Bid of any Bidder determined to be not responsible and/or;
- to 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. Lack of signature by an authorized representative on the Bid form(s);
- B. Failure to properly complete the Bid;
- C. Bids that do not meet the mandatory requirements; and/or;
- D. Evidence of collusion among Bidders.
- E. Failure to use the Bid form(s) furnished by the County.

**7. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:**

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

**8. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT:**

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Bidder desires to use any substitutions, prior written approval must be obtained from the County 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.

**9. 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.

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

**10. 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.

**11. PROCUREMENT CARD PROGRAM:**

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

**12. 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 his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a 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 is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case-by-case basis and determine the appropriateness of each request as well as amount and duration of increase. 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 his product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**13. MODIFICATION OF BIDS:**

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

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**14. 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.

**15. AWARD OF BIDS:**

The award will be made to the responsive, responsible Bidder whose bid is determined to be the best evaluated, lowest cost 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, unless the County invokes its right to request a best and final offer.**

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

The contractor shall commence work only after the transmittal of a fully executed 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.

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 will 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.

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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 Insurance in the schedule of the Invitation to Bid.

The contractor shall not commence work under these terms and conditions of the contract until all required and applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letters of Credit 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.

**16. 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.

**17. PUBLIC INFORMATION ACT:**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Bidder agrees that it has **clearly and conspicuously** marked any information that it considers to be confidential, proprietary, and/or trade secret in its Bid. County agrees to provide notice to Bidder in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Bidder has marked as confidential, proprietary, and/or trade secret.

**18. BIDDER'S EMAIL ADDRESSES:**

Notwithstanding the foregoing Section 17, Bidder acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

**19. RESULTANT CONTRACT:**

Bidder shall correctly and fully execute the resultant contract first. Afterwards, 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, the 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, Bidder must sign three (3) original contracts and return with their bid submittal.

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

**20. CONTRACT TERM:**

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

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**GALVESTON COUNTY, TEXAS**

**21. TERMINATION FOR DEFAULT:**

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

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the 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.

**22. 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. County may terminate this contract upon thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder should this contract be terminated early.

**23. 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.

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**24. 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.

**25. 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. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**26. 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.

**27. 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 and shall not be liable for 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.

**28. SINGLE BID RESPONSE:**

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

**29. CHANGES IN SPECIFICATIONS:**

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

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors in the form of an addendum. 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 five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening or bids.

**30. 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.

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**31. BID DISCLOSURES:**

The names of those who submitted bids will not be made public information unless in conformity with the County Purchasing Act. No pricing or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee 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.

**32. WITHDRAWAL OF BID:**

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

**33. 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.

**34. 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.

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

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

**Workers' Compensation Insurance:** Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful 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.

**35. BID GUARANTEE:**

Unless specified differently within the Special Provisions of this procurement, each Bidder shall be required to submit a bid guarantee with its proposal as required within this Section Evidencing its firm commitment to engage in contract if 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,

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then the bidder's 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 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.

**36. PERFORMANCE AND PAYMENT BONDS:**

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 in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must 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 public work 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) days after the date of signing of the contract or receiving notice from the Purchasing Agent that the contract has been fully executed. Failure to provide the required payment and performance bonds within the required business days shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance, 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 Invitation To 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.

**37. PATENT AND COPYRIGHT PROTECTION:**

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights. **Bidder shall indemnify and save harmless the County of Galveston, its officers, employees, and**

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agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, 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.

**38. CONFLICT OF INTEREST DISCLOSURE REPORTING:**

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 for 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.

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

Proposer must file its original CIQ Form with the Galveston County Clerk. The Galveston County Clerk has offices at the following locations.

**Galveston County Clerk**  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

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Galveston County Clerk  
North County Annex, 1<sup>st</sup> 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 Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these websites are linked from 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](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 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 failure to file may be grounds to void the contract, if Bidder is awarded the 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.

**39. COMPETITIVENESS AND INTEGRITY:**

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

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

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

**Rufus Crowder, CPPO CPPB  
Galveston County Purchasing Agent  
722 Moody, (21<sup>st</sup> Street)  
Fifth (5<sup>th</sup>) Floor, Purchasing  
Galveston, Texas 77550 Fax: (409) 621-7997  
E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)**

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

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

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**40. ENTIRETY OF AGREEMENT AND MODIFICATION:**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties. An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**41. NON-COLLUSION AFFIDAVIT:**

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.

**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 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:

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- 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 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. 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:**

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“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 here.”

**General Ethical Standards:**

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

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

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

The employee or any member of the employee’s immediate family, has a financial interest pertaining to the procurement;

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

**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 or to any person associated therewith as an inducement for the award of a subcontract or order.

**Contract Clause:**

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

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**Confidential Information:**

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

**Prohibition against Contingent Fees:**

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

**Representation:**

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.

**51. 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.

**52. 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, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when received 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 (21<sup>st</sup> Street), Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

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**With copies to:**

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

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

**To the Contractor at:**

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

**53. 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.

- B. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- C. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- 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).

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- 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.

**54. 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.

**55. TITLE VI ASSURANCES/TxDOT:**

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

- A. **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.
- B. **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.
- C. **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.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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- E. **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:
- 1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
  - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 56. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**  
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 uncored failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities. Further, 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.**
- 57. 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.
- 58. LABOR STANDARDS:**  
If applicable to this solicitation, 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 CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246,

**GENERAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS & GREASES  
GALVESTON COUNTY, TEXAS**

entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

*End of General Provision Section*

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**SPECIAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS AND GREASES  
GALVESTON COUNTY, TEXAS**

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.

**PURPOSE:**

The County of Galveston requests bids for the purpose of selecting a vendor or vendors to supply regular unleaded gasoline, unleaded plus (mid-grade) gasoline, and #2 diesel fuel low sulfur with additive and oils, fluids, and greases for use in Galveston County vehicles and equipment. Separate awards may be made for Mainland, Galveston Island, and Port Bolivar Peninsula locations, however, this bid in its entirety may be awarded to a single vendor, whatever is most advantageous to the County of Galveston. Bidders must submit examples detailing the method of calculation of excise taxes, delivery fees, etc., of pricing on invoices delivered to the County. Bids for oils, fluids, and greases may be awarded separately.

**BID GUARANTEE:**

A bid bond is not a requirement of this solicitation request.

**PERFORMANCE AND PAYMENT BONDS:**

Performance and Payment bonds are not a requirement of this solicitation.

**BEST AND FINAL OFFERS (BAFO):**

The Best and Final Offer process is not applicable to this solicitation.

Delivery will be made to various locations in the County as shown on the attached bid sheets. The supplier selected shall furnish the necessary personnel, services, and facilities to provide and deliver fuels as ordered by various County departments. The fuels provided shall meet or exceed the specifications included or attached for regular unleaded, unleaded plus (mid-grade) gasoline, and #2 diesel fuel low sulfur with additive. No alcohol extenders or additives are allowed for gasoline products only.

**CONTRACT TERM:**

The term of contract shall be one (1) year from date of acceptance and approval of bid by the Galveston Commissioners' Court with an option to continue for an additional two (2), one (1) year periods if mutually agreeable.

**QUANTITIES:**

During the term of this contract the County expects to purchase approximately 180,000 gallons of unleaded gasoline, 50,000 gallons of unleaded plus (mid-grade) gasoline and 75,000 gallons of #2 diesel fuel low sulfur with additive. Minimum quantities are not guaranteed. Additional quantities will be required for delivery to Port Bolivar and Crystal Beach locations. The County expects to purchase approximately 15,000 gallons of gasoline and approximately 15,000 gallons of low sulfur diesel fuel with additive at Port Bolivar. Deliveries will be between 500 and 6,000 gallons per delivery.

Award for these two locations may be separate from the award from the balance of the County. Minimum quantities at these two locations are not guaranteed and the County will only pay for fuel actually ordered and delivered.

**DELIVERY AUTHORIZATION:**

The ordering department will furnish vendor with a valid Galveston County Purchasing Order Number at the time the order is placed. Under no circumstances will the vendor accept an order for delivery to locations other than those on the attached bid sheets unless otherwise approved by the Galveston County Purchasing Agent.

**SPECIAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS AND GREASES  
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**PRICES FOR LOCATIONS OTHER THAN PORT BOLIVAR AND CRYSTAL BEACH:**

Bidders are required to bid a price differential above or below the average PAD 3 report for Houston, Texas: published by the Oil Price Information Service (OPIS). The bidder shall use the average price for regular, unleaded gasoline, unleaded plus (mid-grade) gasoline and #2 diesel fuel low sulfur with additive from the first listing of each calendar week. Adding or subtracting the bidder's price differential to the PAD 3 average BTM rack average price should establish a fixed price to be in effect from Wednesday to the following Tuesday of each week.

The successful bidder shall submit weekly a letter and/or Oil Price Information Service (OPIS) information to be received prior to Wednesday of each week that includes PAD 3 prices as stated above. This information should be directed to the Purchasing Agent.

**PRICES FOR PORT BOLIVAR AND CRYSTAL BEACH:**

Bidders are required to bid a price differential above or below the rack price per gallon on date or order for regular unleaded gasoline, (mid-grade) gasoline, or #2 diesel fuel low sulfur with additive. Successful bidder will show rack price on all invoices for fuel delivered to the County.

**DELIVERIES:**

Deliveries of fuels, oils, fluids, and greases ordered shall be completed between the hours of 7:30 A.M. and 4:00 P.M., Monday through Friday for all sites. Orders placed before noon shall be delivered no later than 4:00 P.M. the following work day. Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck markings to assure accurate measure. All delivery trucks must be equipped with a Vapor Recovery System and must be available for emergency deliveries.

Due to the difficulty in the delivery of these commodities to the Port Bolivar Peninsula, the County will entertain options detailing alternate delivery methods and pricing structure. These options shall be listed on a separate sheet of paper and included with your bid submittal.

If vendor is unable to comply with these requirements, the County reserves the right to purchase these commodities in the open market with all costs in excess of established price charged to the account of the vendor. Deliveries to sites other than those shown on the bid sheet are not allowed without authorization from the Purchasing Agent.

**SUBCONTRACTING:**

No part of this bid shall be subcontracted to another party for furnishing fuels without the written approval of the Galveston County Commissioners' Court.

**INSURANCE:**

During the term of this contract the vendor shall carry and pay the premiums for insurance of the types and limits as referenced in the general provisions, page 7, item #30, Proof of Insurance. No Purchase Order shall be issued without proof of coverage.

In addition, Automobile Liability Insurance is required covering all owned, hired, and non-owned automobiles used in this work, not less than \$500,000.00 per person and \$1,000,000.00 per occurrence for Bodily Injury; not less than \$100,000.00 for Property Damage.

**QUALITY ASSURANCE:**

The County of Galveston shall have the right upon each delivery of gasoline or at any time to determine compliance with such standards by performing tests in accordance with the methods prescribed by the American Society for Testing Materials ("ASTM"). If the vendor questions or disputes the results of tests made by the County, the County shall have the right to appoint a chemist to make such tests as it may deem necessary.

**SPECIAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS AND GREASES  
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The expense of such tests shall be paid by the vendor if it is determined that any fuel failed to satisfy the quality standards set forth herein; and the County if it is determined that any gasoline tested satisfied such quality standards. The vendor agrees to replace any fuels not meeting the County's specifications at no cost to the County. The vendor further agrees to repair and make whole all engine damage resulting from the placement of such fuels in County vehicles.

**TAXES:**

Galveston County does not pay federal tax on gasoline. Vendor shall furnish any exemption certificates needed for Government records.

**SPECIFICATION:**

All unleaded fuels shall be produced in accordance with the "ASTM" Standard #D 439 including latest revision, as is applicable to the Galveston County Region. Regular unleaded gasoline shall have a minimum octane rating of 87 based on a formula where the research octane number (RON) and the motor octane number (MON) are added, then divided by 2. Unleaded plus (mid-grade) gasoline shall have a minimum octane rating of 89 using R+M divided by 2. Diesel fuel shall conform to the attached specifications for #2 diesel low sulfur with additive.

Since much of the fuel covered by this bid will be used by Law Enforcement and Emergency vehicles, the vendor must guarantee to honor all orders placed by the County within the scope of this bid.

**DIESEL FUEL PROPERTIES:**

Supplied diesel fuel must be a fuel oil suitable for use in diesel internal combustion engines, in trucks, tractors, dozers, cranes, graders, shovels, and similar equipment. The diesel fuel must be a completely distilled mineral oil meeting the requirements as listed herein. The diesel fuel must be low sulfur with additive.

The diesel fuel shall conform to the requirements specified herein when tested in accordance with ASTM-975. The physical properties are as stated on attachment "A".

Vendors responding to this solicitation shall perform their own in-depth research prior to submitting bids for the requested items. Galveston County assumes no responsibility for the documentation submitted and is found in error.

**JET A – Aviation Fuel:**

Successful vendor is required to furnish JET A aviation fuel to authorized Galveston County end user departments. JET A fuel shall conform to and meet the standards as specified by ASTM Standards ASTM D1655-07 - Standard Specification for Aviation Turbine Fuels.

ASTM International, formerly known as the American Society for Testing and Materials (ASTM), is a globally recognized leader in the development and delivery of international voluntary consensus standards.

This specification defines specific types of aviation turbine fuel for civil use in the operation and certification of aircraft and describes fuels found satisfactory for the operation of aircraft and engines. The specification can be used as a standard in describing the quality of aviation turbine fuels from the refinery to the aircraft.

This specification does not include all fuels satisfactory for aviation turbine engines. Certain equipment or conditions of use may permit a wider, or require a narrower, range of characteristics than is shown by this specification.

The fuels shall be sampled and tested appropriately to examine their conformance to detailed requirements as to composition, volatility, fluidity, combustion, corrosion, thermal stability, contaminants, and additives.

**SPECIAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS AND GREASES  
GALVESTON COUNTY, TEXAS**

Jet A is a similar kerosene type of fuel, produced to an ASTM specification and normally only available in the U.S.A. It has the same flash point as Jet A-1 but a higher freeze point maximum (-40°C). It is supplied against the ASTM D1655 (Jet A) specification.

Successful vendor shall supply JET A Aviation fuel per the following instructions:

- Provide at no cost to the County, 2000 gallons of portable stainless steel storage tanks; preferably in four (4) five hundred (500) gallon storage tanks;
- Minimum delivery quantity of 500 gallons;
- Delivery within 48 hours of placement of order;
- Ability to add fuel additive Prist\* high flash, anti-icing aviation fuel additive as needed.

Excerpt from <http://www.pristaerospace.com/index.html>

*All turbine aircraft fuels contain some dissolved water. It cannot be extracted because it does not exist as particulate water. When an aircraft rises to flight altitude, the fuel cools and its capacity to retain dissolved water is reduced. Some of the dissolved water separates out as discrete water that can form into ice crystals or remain as a super-cooled liquid. When super-cooled water strikes a tubing bend or a filter, it can freeze quickly and block a fuel line or filter. If suspended ice crystals are present, they can also block a filter.*

*\*Prist Hi-Flash anti-icing aviation fuel additive is authorized by the United States Armed Forces under Military Specification Mil-DTL-85470(B), and by the ASTM under Standard D4171 for use in civilian jet fuels as a fuel system icing inhibitor. As part of its ASTM approval process, the formulation of Prist Hi-Flash additive was reviewed and approved by turbine engine and turbine aircraft airframe manufacturers worldwide.*

*Prist Hi-Flash additive is recommended for every refueling at a dosage rate of .10% minimum to .15% maximum by volume.*

*Prist Hi-Flash additive has limited solubility in jet fuel, but is completely soluble in water. When dissolved water separates from the fuel, some amount of Prist Hi-Flash additive quickly leaves the fuel and preferentially dissolves in the water. This depresses the water's freezing point. As the fuel gets colder, and more water particles appear, more Prist Hi-Flash additive leaves the fuel and enters the water, and your aircraft's fuel lines stay clear.*

**MOTOR OILS, TRANSMISSION FLUIDS, AND GREASES:**

All types of oil, fluids, and greases may be ordered for Galveston County departments. The types of oils, fluids, and greases on this bid are the types that Galveston County has been using. Any reference to types of manufacturers used in the bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Brands other than these specified may be bid if of equal value and effectiveness. Full descriptive literature is to be included with the bid. Suitability of such items will be determined by the Purchasing Agent and the head of the using department. The decision of the Galveston County Commissioners' Court will be final.

**AUDIT & BOOKEEPING:**

Successful contractor shall provide the County of Galveston a line item report of quantities and expenditures on a monthly basis or at any time during the term of this contract for materials, commodities, or services rendered as requested by the Galveston County Purchasing Agent.

Successful contractor shall keep full, complete, and proper books, records, and accounts of all gross receipts, both for cash and on credit, of each separate activity. Said books, records, and accounts that may be required by any government or governmental agency, shall at all reasonable times be open to inspection by the County or its authorized representatives or agents.

**SPECIAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS AND GREASES  
GALVESTON COUNTY, TEXAS**

**COST ADJUSTMENTS:**

Prices quoted shall be firm for the initial contract term and all approved extension periods. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the provisions of the accompanying contract document.

If during the life of the contract, the successful bidder's net prices to other customers for the supplies and materials awarded therein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Galveston County.

The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid.

Any requests for price increases must be made in writing on company letterhead and addressed to the Galveston County Purchasing Agent. The requests shall be accompanied by written documentation from company suppliers and manufacturers of the requested materials that evidence the extenuating circumstances. Likewise, if any decreases occur in the industry during the contractual period, the Contractor shall extend these decreases to the County without prior request from the County. Increases in freight rates, oil embargos, or other extenuating circumstances are governed by the General Provisions, page 3, Item 12, Pass Through Cost Adjustments. These particular requests may be allowed only if prior approved by the Galveston County Commissioners' Court. It is understood that rail freight rates are subject to increase or decrease by the regulatory authority.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

**EXCEPTIONS:**

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

No taxes are to be added as Galveston County is exempt by Statute.

**PURCHASE ORDERS:**

A purchase order(s) shall be generated by Galveston County to successful proposer for all orders placed. The purchase order MUST appear on all itemized invoices and packing slips. Galveston County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Packing slips or other suitable shipping documents shall accompany each shipment and shall show:

- a. Name and address of successful proposer
- b. Name and address of receiving department and/or delivery location

**SPECIAL PROVISIONS  
MOTOR FUELS, OILS, FLUIDS AND GREASES  
GALVESTON COUNTY, TEXAS**

- c. Galveston County Purchase Order number
- d. Descriptive information as to the items delivered, quantity, number or containers, etc.

**INVOICES:**

Invoices must be itemized indicating all repairs and all parts used. Invoices must be submitted to:

**Galveston County Auditor's Office  
Attn: Accounts Payable  
P.O. Box 1418  
Galveston, Texas 77553**

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

**DELIVERY:**

All delivery and freight charges (FOB Galveston County designated location) are to be included in the bid price. Bidder must provide without charge, same delivery if requested and mutually understood to be within reason by both parties.

**DELIVERY TIME:**

Bids shall show number of hours required to place items at the County's designated location. Failure to state delivery time may cause proposal to be rejected. Successful proposer shall notify the using department immediately if delivery schedule cannot be met. The County has the right to extend delivery time if reason appears valid. Successful proposer must keep the using department advised at all times of the status of the order.

**NON STOCKED ITEMS:**

It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties.

All proposers must include the following with their submittals:

**SIGNED CONTRACTS:**

Contract documents are included with this Invitation to Bid. Bidders must sign three (3) original contracts and return with their proposal submittal. Upon approval and proper signature by the Commissioners' Court, the successful bidder will be forwarded an original signed contract and a notice to proceed. No service is to be rendered unless this procedure is followed and completed by both parties.

**VENDOR QUALIFICATION PACKET:**

All proposers must complete the Vendor Qualification Packet that is attached to this ITB.

**GALVESTON COUNTY, TEXAS  
MOTOR FUELS, OILS, FLUIDS, & GREASES  
BID FORM**

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 three (3) copies of submittal	_____
4. Bid Forms	_____
5. Vendor Qualification packet	_____
6. Payment Terms:	_____ net 30 _____ Other
7. Non-Collusion Affidavit	_____
8. Debarment Form	_____
9. Three (3) signed contracts (included in bid packet)	_____

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: \_\_\_\_\_

**GALVESTON COUNTY, TEXAS  
MOTOR FUELS, OILS, FLUIDS & GREASES  
BID FORM**

References:

Please submit at least three (3) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the related services provided.

- 1. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description \_\_\_\_\_
  
- 2. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description \_\_\_\_\_
  
- 3. Firm Name \_\_\_\_\_  
Contact \_\_\_\_\_  
Title \_\_\_\_\_ E-mail \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Description \_\_\_\_\_

**\*\*The rest of this page intentionally left blank\*\***

# MOTOR FUELS, OILS, FLUIDS AND GREASES

BID# 162005

## ATTACHMENT "A"

PRODUCT PROPERTY	ASTM TEST	TEST RESULTS		
	METHOD	MINIMUM	MAXIMUM	NOTE
GRAVITY API	D287	30		
FLASH POINT °F Pensky-Martil	D93	130		
Distillation °F	D86			
50%			Report	
90%		540	640	
End Point			690	
Color ASTM	D1500		2.5	
Viscosity, Cst @ 38°C (100°F)	D445	20	3.6	
Pour Point	D97			2
Cloud Point	D2500			2
Corrsion, 3 Hrs. @ 50°C (122°F)	D130		1	
Total Sulfur Wt. %	D1266 D2622 OR D4294		0.047	
Cetane Number	D613	40		3
Cetane Index	D976 OR D4737	42		
Ash, WT. %	D482			0.01
Carbon Residue: Ramsbottoms on 10% Bottom	D524			.035
BS & W, Vol%	D1796 OR Equivalent			<0.05
Thermal Stability, 90 minutes 300°F Pad Rating Dupont Scale				
OR				7
Oxidation Stability. Mg/100ML	D2274		2.5	
Haze Rating @ 25°C (77°F)	D4176			
	Procedure 2		2	
MUST CONTAIN ADDITIVE MIL QPL-25017, NATO STANAG 3390 OR BRITISH APL/QPL DERO 2461				

BID #: B162005  
OPEN: 01/28/2016  
2:45 PM

## BID SHEET

### MOTOR FUELS, OILS, FLUIDS AND GREASES

### GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ \_\_\_\_\_

OPTIONS TO RENEW 2 Extensions/1 Year Options

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CORRESPONDENCE ADDRESS

\_\_\_\_\_  
REMIT ADDRESS

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
CITY, STATE ZIP CODE

\_\_\_\_\_  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

LINE ITEM DETAIL

BID #: B162005  
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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0002	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0003	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B162005  
 OPEN: 01/28/2016  
 2:45 PM

MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0004	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____
0005	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____
0006	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B162005  
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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0007	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0008	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3 DICKINSON, TX 77539 1501 -3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0009	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____
0011	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 0-500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0012	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0013	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0014	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____
0015	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 5115 HWY 3, DICKINSON, TX 77539 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0016	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 0 -0500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0017	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0018	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

BID #: B162005  
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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0019	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____
0020	40515	UNLEADED GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____
0021	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0022	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0023	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0024	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0025	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____
0026	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0027	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0028	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0029	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT 924 BROADWAY, CRYSTAL BEACH, TX 77650 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____
0030	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO ROAD & BRIDGE DEPARTMENT, 924 BROADWAY, CRYSTAL BEACH, TX 77650 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0031	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT 2601 LOOP 197 S TEXAS CITY, TX 77590 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0032	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT , 2601 LOOP 197 S TEXAS CITY, TX 77590 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0033	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT, 2601 LOOP 197 S TEXAS CITY, TX 77590 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0034	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT, 2601 LOOP 197 S TEXAS CITY, TX 77590 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____
0035	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO SEAWALL OPERATIONS & MAINTENANCE DEPARTMENT, 2601 LOOP 197 S TEXAS CITY, TX 77590 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____
0036	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD, LA MARQUE, TX 77568 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____

**LINE ITEM DETAIL**

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**MOTOR FUELS, OILS, FLUIDS AND GREASES**  
**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0037	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD, LA MARQUE, TX 77568 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0038	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD, LA MARQUE, TX 77568 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0039	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD, LA MARQUE, TX 77568 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____
0040	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO 1100 LEVY ROAD, LA MARQUE, TX 77568 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____

**LINE ITEM DETAIL**  
**MOTOR FUELS, OILS, FLUIDS AND GREASES**  
**GALVESTON COUNTY, TEXAS**

**BID #: B162005**  
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**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0041	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER, 5101 AVENUE H SANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0042	40515	UNLEADED PLUS (MIDGRADE) GASOLINE DELIVERED TO WEST COUNTY SERVICE CENTER, 5101 AVENUE H SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0043	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO WEST COUNTY SERVICE CENTER, 5101 AVENUE H, SANTA FE, TX 77510 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0044	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO WEST COUNTY SERVICE CENTER, 5101 AVENUE H, SANTA FE, TX 77510 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0045	40515	#2 DIESEL FUEL LOW SULFUR DELIVERED TO EDDIE BARR CRYSTAL BEACH ANNEX, 1750 HWY 87, CRYSTAL BEACH, TX 77650 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0046	40515	55 GALLON CHEVRON DELO HD MOTOR OIL 30W OR EQUIVALENT	1	DR		\$ _____	\$ _____
0047	40515	55 GALLON ARCO DURA W46 HYDRAULIC OIL OR EQUIVALENT	1	DR		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0048	40515	55 GALLON ARCO MULTIPURPOSE ATF OR EQUIVALENT	1	DR		\$ _____	\$ _____
0049	40515	55 GALLON ARCO FLEET S3 PLUS 40 WT MOTOR OIL OR EQUIVALENT	1	DR		\$ _____	\$ _____
0050	40515	55 GALLON CHEVRON DELO HD MOTOR OIL 15W40 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0051	40515	400 POUND DRUM ARCO HD GEAR OIL 85W 140 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0052	40515	55 GALLON CHEVRON 150 46 HYD OIL OR EQUIVALENT	1	DR		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0053	40515	55 GALLON CHEVRON THF 1000 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0054	40515	120 LB KEC ARCO LITHOLINIE HEP2 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0055	40515	55 GALLON CHEVRON DELO 40WT OR EQUIVALENT	1	DR		\$ _____	\$ _____
0056	40515	55 GALLON CHEVRON DELO SYNTH TF OR EQUIVALENT	1	DR		\$ _____	\$ _____
0057	40515	55 GALLON CHEVRON LUBE OIL FM100 OR EQUIVALENT	1	DR		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0058	40515	55 GALLON CHEVRON ATF MD3 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0059	40515	55 GALLON CHEVRON DRIVE TRAIN 10 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0060	40515	55 GALLON CHEVRON GEAR LUBE COMPOUND EP ISO 220 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0061	40515	SCHAEFFER MOLY UNTRA 800 EP NO. 2 OR EQUIVALENT	120	LB		\$ _____	\$ _____
0062	40515	SUNOCO ULTRA PRESTIGE 2 EP OR EQUIVALENT	120	LB		\$ _____	\$ _____

**LINE ITEM DETAIL**

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**MOTOR FUELS, OILS, FLUIDS AND GREASES**

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0063	40515	CHEVRON MUTISAK EP2 OR EQUIVALENT	120	LB		\$ _____	\$ _____
0064	40515	400 POUND CHEVRON RPM UNIVERSAL GL5 80W90 OR EQUIVALENT	1	DR		\$ _____	\$ _____
0065	40515	55 GALLON ANTIFREEZE	1	DR		\$ _____	\$ _____
0066	40515	55 GALLON CHEVRON SUPREME SAE 10 W 40 MOTOR OIL OR EQUIVALENT	1	DR		\$ _____	\$ _____
0067	40515	HIGH SULFUR DIESEL DELIVERED TO GALVESTON COUNTY COURTHOUSE, 722 MOODY CENTRAL PLANT, GALVESTON, TX 77550 0 - 300 GALLON DELIVERY	300	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0068	40515	HIGH SULFUR DIESEL DELIVERED TO EDDIE BARR ANNEX, 174 NOBLE CARL ROAD, (CRYSTAL BEACH ANNEX,) CRYSTAL BEACH, TX 77650 0 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0069	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUSTICE CENTER CENTRAL PLANT, 5900 AVENUE H, GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10000	GL		\$ _____	\$ _____
0070	40515	HIGH SULFUR DIESEL DELIVERED TO JUSTICE CENTER CENTRAL PLANT, 5900 AVENUE H, GALVESTON, TX 77551 0 - 10000 GALLON DELIVERY	10000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0071	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY COURTHOUSE CENTRAL PLANT, 722 MOODY, GALVESTON, TX 77551 0 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0072	40515	#2 LOW SULFUR DIESEL DELIVERED TO EMERGENCY MANAGEMENT FACILITY, 1353 FM 646 DICKINSON, TX 77539 0 - 7000 GALLON DELIVERY	7000	GL		\$ _____	\$ _____
0073	40515	#2 LOW SULFUR DIESEL DELIVERED TO JUVENILE DETENTION CENTER, 6101 ATTWATER AVENUE, DICKINSON, TX 77539 0 - 230 GALLON DELIVERY	230	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0074	40515	#2 LOW SULFUR DIESEL DELIVERED TO LEAGUE CITY ANNEX, 174 CALDER ROAD, LEAGUE CITY, TX 77573 0 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0075	40515	#2 LOW SULFUR DIESEL DELIVERED TO A.C.T.F., 1620 GILL ROAD, DICKINSON, TX 77539	3000	GL		\$ _____	\$ _____
0076	40515	JET A AVIATION FUEL	500	GL		\$ _____	\$ _____
0077	40515	#2 LOW SULFUR DIESEL DELIVERED TO FIRE STATION #5, 5728 BALL ST., GALVESTON, TX 77551 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0078	40515	#2 LOW SULFUR DIESEL DELIVERED TO MID COUNTY ANNEX, 9850 EMMETT F. LOWRY, TEXAS CITY, TX 77590 0 - 2000 GALLON DELIVERY	2000	GL		\$ _____	\$ _____
0079	40515	#2 LOW SULFUR DIESEL DELIVERED TO ANIMAL RESOURCE CENTER, 3421 LOOP 197 NORTH TEXAS CITY, TX 77590 0 - 1000 GALLON DELIVERY	1000	GL		\$ _____	\$ _____
0080	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL, 5700 AVENUE H, GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____

**LINE ITEM DETAIL**

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**MOTOR FUELS, OILS, FLUIDS AND GREASES**

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0081	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL, 5700 AVENUE H, GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____
0082	40515	#2 SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL, 5700 AVENUE H, GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0083	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL, 5700 AVENUE H, GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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MOTOR FUELS, OILS, FLUIDS AND GREASES  
 GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0084	40515	#2 LOW SULFUR DIESEL DELIVERED TO GALVESTON COUNTY JAIL, 5700 AVENUE H, GALVESTON, TX 77550 6000 GALLON DELIVERY	6000	GL		\$ _____	\$ _____
0085	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY, 601 54TH STREET, GALVESTON, TX 77550 0 - 500 GALLON DELIVERY	500	GL		\$ _____	\$ _____
0086	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY, 601 54TH STREET, GALVESTON, TX 77550 501 - 1500 GALLON DELIVERY	1500	GL		\$ _____	\$ _____

**LINE ITEM DETAIL**

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**MOTOR FUELS, OILS, FLUIDS AND GREASES**

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0087	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY, 601 54TH STREET, GALVESTON, TX 77550 1501 - 3000 GALLON DELIVERY	3000	GL		\$ _____	\$ _____
0088	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY, 601 54TH STREET, GALVESTON, TX 77550 3001 - 4000+ GALLON DELIVERY	4000	GL		\$ _____	\$ _____
0089	40515	#2 LOW SULFUR DIESEL DELIVERED TO JOE MAX TAYLOR LAW ENFORCEMENT FACILITY, 601 54TH STREET, GALVESTON, TX 77550 6000+ GALLON DELIVERY	6000	GL		\$ _____	\$ _____

LINE ITEM DETAIL

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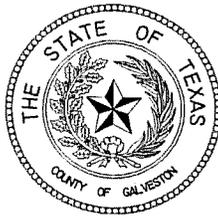
MOTOR FUELS, OILS, FLUIDS AND GREASES

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0090	40515	55 GALLON CHEVRON MOTOR OIL 5W20 OR EQUIVALENT	1	DR		\$	\$

Extended Price Total of all Item: \$



**County of Galveston**

**ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELGIBILITY**

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

Solicitation Number: Bid #B162005

Solicitation Title: Motor Fuels, Oils, Fluids & Greases

**Contractor hereby CERTIFIES that:**

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

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

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

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

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

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

State of Texas

§  
§  
§

County of Galveston

**NON-COLLUSION AFFIDAVIT**

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

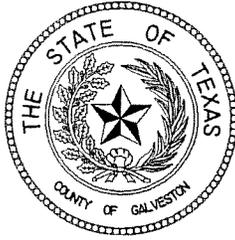
- Affiant is the \_\_\_\_\_ of \_\_\_\_\_, that  
(Individual, Partner, Corporate Officer) (Name of Proposer)
- submitted the attached Bid/Proposal in **Bid #B162005 Motor Fuels, Oils, Fluids & Greases**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

**Contract Number:** CM16115

**Invitation to Bid Number:** BID #B162005 Motor Fuels, Oils, Fluids & Greases

**Term of Contract:** One (1) year with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of the Contract will be \_\_\_\_\_. The Contract will terminate on \_\_\_\_\_.

**Term of Completion (Construction or other time specific contract):** The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

**Renewal Options: (if applicable):**

Year One:                      Yes (X) No ( )  
Year Two:                      Yes (X) No ( )  
Year Three:                    Yes ( ) No (X)  
Year Four:                     Yes ( ) No (X)

**Contractor:** \_\_\_\_\_

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
Addendum No. 2: ( ) yes ( ) no ( ) n.a.  
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

**Payment Bond Required:** ( ) yes (X) no

**Performance Bond Required:** ( ) yes (X) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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**County and Contractor agree as follows:**

1. **Parts of Contract:** Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.

2. **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.

4. **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

5. **Employment Taxes:** Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.

6. **Initial Term and Options to Renew:** The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7. **Cancellation:** County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. **Covenant Against Contingent Fees:** Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Subcontracting or Assignment:** Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10. **Novation and Change of Name Agreements:** Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11. **Force Majeure:** In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law:** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. 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.

19. **Meaning of Words:** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings:** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail.

**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

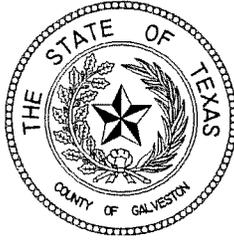
**Date:**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

\_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Dwight Sullivan, County Clerk**



**State of Texas**

**County of Galveston**

**Contract**

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid.

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**Renewal Options: (if applicable):**

Year One:                      Yes (X) No ( )  
Year Two:                      Yes (X) No ( )  
Year Three:                    Yes ( ) No (X)  
Year Four:                     Yes ( ) No (X)

**Contractor:** \_\_\_\_\_

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
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**Payment Bond Required:** ( ) yes (X) no

**Performance Bond Required:** ( ) yes (X) no

**Notice to be Given to:**

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County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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Executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

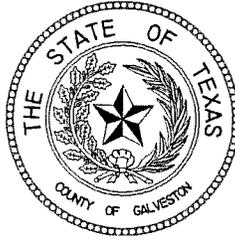
**Date:**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

\_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Dwight Sullivan, County Clerk**



**State of Texas**

**County of Galveston**

**Contract**

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**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

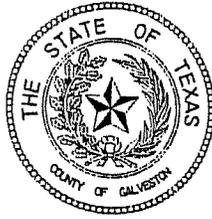
**Date:**

\_\_\_\_\_  
**Mark A. Henry, County Judge**

\_\_\_\_\_

**Attest:**

\_\_\_\_\_  
**Dwight Sullivan, County Clerk**



# County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

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

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

- Form PEID:** Person /Entity Information Data  
**Form W-9:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)*  
**Form CIQ:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

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

Insurance requirements are as follows:

### Public Liability and Property Damage Insurance:

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

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

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

**Worker's Compensation Insurance:**

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

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

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

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

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

**Procurement Policy - Special Note:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Questions/Concerns:**

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

## CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> 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](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

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

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

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



**COUNTY of GALVESTON**  
**Purchasing Department**

rev. 1.3, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

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

1. 

<b>Business Name:</b>			
<b>Attention Line:</b>			

2. 

<b>Physical Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>

3. 

<b>Billing / Remit Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4</b>

4. 

<b>Main Contact Person:</b>			
<b>Main Phone Number:</b>			
<b>Fax Number:</b>			
<b>E-mail Address:</b>			

Areas below are for County use only.

<b>Requested By:</b>	<b>Phone / Ext. #</b>
<b>Department:</b>	<b>Date:</b>

<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see Instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

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

Date ▶

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

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

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

### Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$800 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto: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 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uca.gov](mailto:spam@uca.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

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

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

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

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

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

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

### Privacy Act Notice

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

Yes       No

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

4

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date