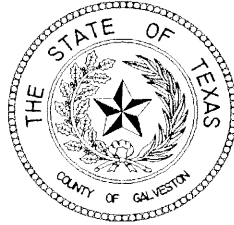


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL

RFP #B132011

GROUNDS MAINTENANCE FOR GALVESTON COUNTY

PROPOSALS DUE: July 25, 2013 @ 2:00 p.m.

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

TABLE OF CONTENTS
RFP #B132011
GROUNDS MAINTENANCE FOR GALVESTON COUNTY

GENERAL PROVISIONS	1-15
GROUNDS MAINTENANCE SPECIAL CONDITIONS	
1. Scope of Services	16
2. Term of Contract	16
3. Prohibited Proposers	16
4. Limitation on Contracts to be Awarded	16
5. List of Available Machinery and Equipment	16
6. Proposal Bond	17
7. Performance and Payment Bonds	17
8. Program Administrator	17
9. Contact Person and Notice to Proceed	17-18
10. Completion of Each Mowing Cycle	18
11. Cancellation of Mowing Cycle	18
12. Payment	18-19
GROUNDS MAINTENANCE GENERAL CONTRACT REQUIREMENTS AND PROVISIONS	
1. Additional Insurance Requirements	20
2. Contractor's Responsibility for Damage and Claims/Indemnification	20
3. Non-Discrimination	20
4. Laws, Regulations, and Ordinances	20
5. Early Termination	21
6. Failure of Appropriation of Funds	21
SCOPE OF WORK FOR GROUND MAINTENANCE ACTIVITIES	
A. Definitions	22-23
B. Scope of Work	23
C. Specific Requirements	24-28
LOCATIONS	
A. Island Group	29-30
B. Mainland – West	31-32
C. Mainland – North	33-34
D. Bolivar Peninsula	35
INSTRUCTION TO PROPOSERS	36

GROUNDS MAINTENANCE FOR GALVESTON COUNTY

TABLE OF CONTENTS

RFP #B132011

GROUNDS MAINTENANCE FOR GALVESTON COUNTY

MOWING AND BILLING CYCLES

- | | |
|--|----|
| 1. Mowing and Billing Cycles on a 7-day Frequency | 37 |
| 2. Mowing and Billing Cycles on 14-day Frequency | 38 |
| 3. Mowing and Billing Cycles on a 21-day Frequency | 39 |

ATTACHMENTS

- | | |
|---|-------|
| 1. Attachment 1 – List of Available Machinery and Equipment | 40 |
| 2. Attachment 2 – Contract Compliance Inspection Form | 41 |
| 3. Attachment 3 – Pricing Proposal Sheet - Mainland – West | 42 |
| 4. Attachment 4 – Pricing Proposal Sheet - Mainland – North | 43-44 |
| 5. Attachment 5 – Pricing Proposal Sheet - Island Group | 45-46 |
| 6. Attachment 6 – Pricing Proposal Sheet - Peninsula Group | 47 |

PROPOSAL FORM 48-51

DEBARMENT CERTIFICATE 52

VENDOR QUALIFICATION PACKET To Follow

CONTRACTS (3) To Follow



RFP #: B132011
OPEN: 07/25/2013
2:00 PM

REQUEST FOR PROPOSAL
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

Sealed proposals in sets of four (4), one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until **2:00 PM** on **07/25/2013** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Any proposal received after **2:00 PM** on the date specified will be returned unopened.

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

RFP #: B132011
GROUND MAINTENANCE FOR GALVESTON COUNTY

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

Each proposal must be accompanied by a Certified Cashier's Check or acceptable Proposal Bond as specified in the proposal document.

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

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

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

Sealed proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

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

Rufus G. Crowder, CPPO CPPB
Galveston County
Purchasing Agent

GENERAL PROVISIONS GROUNDS MAINTENANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

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

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

All questions regarding this Request for Proposal must be submitted in writing to:
Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

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

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

3. PROPOSER'S RESPONSIBILITY

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

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

**GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

4. TIME FOR RECEIVING PROPOSALS

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

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

5. PROPOSAL OPENING

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

6. COMMISSIONERS' COURT

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

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

7. REJECTION OF PROPOSALS

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

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

9. SUBSTITUTES

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

10. EXCEPTIONS TO PROPOSAL

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

GENERAL PROVISIONS GROUNDS MAINTENANCE FOR GALVESTON COUNTY GALVESTON COUNTY, TEXAS

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

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

11. PRICING

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

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

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

12. PROCUREMENT CARD PROGRAM

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

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

14. PASS THROUGH COST ADJUSTMENTS

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

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

GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

15. MODIFICATION OF PROPOSALS

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

16. SIGNATURE OF PROPOSALS

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

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

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

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

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

GENERAL PROVISIONS
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

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

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

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

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

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

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

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

18. DISPUTE AFTER AWARD

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

19. PUBLIC INFORMATION ACT

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

GENERAL PROVISIONS
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

20. RESULTANT CONTRACT

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

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

21. CONTRACT TERM

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

22. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

23. TERMINATION FOR CONVENIENCE

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

**GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

24. FORCE MAJEURE

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

25. ESTIMATED QUANTITIES

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

26. CONTRACTOR INVESTIGATION

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

27. NO COMMITMENT BY COUNTY OF GALVESTON

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

28. BEST AND FINAL OFFERS

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

29. SINGLE PROPOSAL RESPONSE

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

30. REJECTION/DISQUALIFICATION OF PROPOSALS

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

GENERAL PROVISIONS
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

31. CHANGES IN SPECIFICATIONS

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

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

32. PROPOSAL IDEAS AND CONCEPTS

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

33. PROPOSAL DISCLOSURES

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

34. PROTEST

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

35. WITHDRAWAL OF PROPOSAL

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

**GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

36. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract. Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

37. PROOF OF INSURANCE

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

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

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

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

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

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer. In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer.

**GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

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

38. PATENT AND COPYRIGHT PROTECTION

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

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

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

40. ENTIRETY OF AGREEMENT AND MODIFICATION

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

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

41. NON-COLLUSION AFFIDAVIT

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

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

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

42. SOVEREIGN IMMUNITY

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

43. MERGERS, ACQUISITIONS

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

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

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

**GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

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

44. DELAYS

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

45. ACCURACY OF DATA

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

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

46. SUBCONTRACTING/ASSIGNMENT

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

47. INDEPENDENT CONTRACTOR

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

48. MONITORING PERFORMANCE

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

49. BID/PROPOSAL BOND

Each bidder will be required to furnish with their bid a Cashier's or Certified Check from any bank with in the State of Texas or an acceptable Bidder's Bond for the sum of 5% of the total highest bid payable to the County of Galveston. The certified check or bid bond will be returned to the unsuccessful bidder(s) and to the successful bidder on the completion of all contract documents and the furnishing of any necessary payment bonds and insurance certificates.

The bid bond or check will be forfeited to the County as liquidated damages should the successful bidder fail to give the required payment and performance bonds and insurance certificates and execute the contract with the said County within thirty (30) days after receiving notice of acceptance of its bid.

**GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

50. PERFORMANCE AND PAYMENT BOND(S)

V.T.C.A., Government Code Chapter 2253, requires a Performance Bond (for contracts in the excess of \$100,000) and a Payment Bond (for contracts in excess of \$25,000), to be provided by the Contractor. Each bond required shall be equal to the total contract price and shall be issued by a satisfactory surety company. The bond(s) will remain in full force and effect until final completion and acceptance of the work.

The bond(s) are to be made payable to the County of Galveston. They shall be written on forms provided by the surety for public works projects in Texas. A surety licensed to do business in the state of Texas must execute the bond.

Bidders should familiarize themselves with the entire provisions of V.T.C.A., Chapter 2253 and the penalties provided for its violation before submitting their bid.

51. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

General Ethical Standards

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

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

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in 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

GENERAL PROVISIONS
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

- 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.

52. EMPLOYMENT VERIFICATION

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

53. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

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

54. NOTICE

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

GENERAL PROVISIONS
GROUNDS MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS

To the County at:

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

With copies to:

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

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

GROUNDS MAINTENANCE SPECIAL CONDITIONS

SPECIAL NOTE

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

1. Scope of Services

The County of Galveston is seeking a contractor or contractors to provide lawn and grounds maintenance services on county owned properties including office buildings and grounds.

2. Term of Contract

The primary term of the contract will commence on the date of execution of the contract and terminate three (3) years thereafter. Contractor grants to County the unilateral right to exercise two (2), one (1) year options to renew this contract. An option to renew may be exercised only if all terms and conditions, other than the contract period being extended, remain unchanged and in full force and effect. Each renewal is to be executed in the form of a Modification/Change Order to the contract extending the contract period. The County must exercise an option to renew not earlier than thirty (30) days before expiration of the contract or the renewal period and not later than the final day of the contract or the renewal period. An option to renew may not cover more than one year, and the total period of this contract, including the primary term and all extensions, may not exceed a maximum combined period of five (5) years.

3. Prohibited Proposers

Employees of the County Road Department and the County Parks Departments are prohibited from submitting proposals.

4. Limitation on Contracts to be Awarded

The Specifications portion of this proposal refers to Service Locations by Project Areas.

5. List of Available Machinery and Equipment

Each Proposer must complete and furnish with their proposal Attachment #1 entitled "Machinery and Equipment Available" form. This list will be used to determine whether or not the Proposer can adequately perform the required work. All equipment the Proposer anticipates committing to this contract should be included in the listing. Proposer should be able to demonstrate adequate back-up equipment or plan to allow for breakdowns. Insufficient and/or inadequate equipment as determined by the County is cause for rejection of a proposal. The County reserves the right to thoroughly inspect and investigate the establishment, facilities, business reputation, and other qualifications of any Proposer and to reject any proposal, irrespective of price, if a Proposer is determined to be lacking in any of the essentials necessary to assure acceptable standards of performance.

6. Proposal Bond

This paragraph supercedes Paragraph 32 of the General Provisions.

Each proposal shall be accompanied by a proposal guarantee in one of the following forms:

Cashiers Check, Money Order or a proposal bond acceptable to the County in the amount of five percent (5%) of the cost of the annual proposal. This amount must be calculated based on the total of the project areas being proposal upon, the total number of annual mowing cycles, the unit pricing per cycle and additional tasks. Failure to submit a proposal bond will result in the proposal being non-responsive.

Example:

Project area cost/cycle is \$1200 x 42 Cycle = \$50,400. The proposal bond is 5% or \$2,520.

A Proposer will forfeit the proposal bond if he/she is notified of the acceptance of the proposal and fails to execute the contract and furnish necessary certificates of insurance within ten days after the date of receipt of the notice.

7. Performance and Payment Bonds

Paragraph 33 of the General Provisions does not apply.

8. Program Administrator

The Facilities Department will appoint a Program Administrator for each grounds maintenance project area. The Program Administrator is responsible for making inspections, monitoring the Contractor's activities, and ensuring the work is performed in accordance with the contract specifications. The Program Administrator shall record, process, and submit all pertinent information to the contract file for performance documentation.

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the general supervision of the Facilities Director who for the purpose of this contract is:

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

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

9. Contact Person and Notice to Proceed.

A notice to proceed will be given by the Facilities Department following the awarding of the proposal from Commissioners Court. Each Contractor shall interact only with their own Program Administrator. It is the responsibility of the Contractor to coordinate with the Facilities Department regarding the initiation of work for the awarded project areas. The Contractor must abide by the specifications detailed for each project area awarded to him.

The Contractor shall not begin work on the project area until the notice to proceed is received. Failure to obtain this notice may result in non-payment for work performed.

Contractor shall also submit a written maintenance schedule for each project area prior to receiving the notice to proceed from the Program Administrator. The Contractor will maintain this schedule throughout the mowing season. The payment for the first billing cycle will not be made until the Program Administrator receives the service schedule. If a Contractor needs to vary from the schedule, he/she shall notify the Program Administrator in writing of the variation in advance and specify an alternate completion schedule. This alternate completion schedule needs to be approved by the Program Administrator prior to its implementation.

Upon issuance of the notice to proceed, the Contractor shall begin work and shall proceed with all reasonable dispatch to complete same. The Contractor shall perform all services in a good and workmanlike manner and maintain the same schedule submitted to Program Administrator at the beginning of the mowing season. The Contractor will be required to maintain all project areas assigned within the time allotments -- maintenance cycles - set for each project area.

Inclement weather, such as storm or Ozone Action Days may result in the cancellation of a mowing cycle only if the Program Administrator determines that there was an insufficient time period during the entire mowing cycle available for the services described to be performed.

10. Completion of Each Mowing Cycle

The Contractor shall call in each day's completions that are ready for inspection. Each mowing cycle shall be considered complete when all work in the project area has been inspected and approved by the Program Administrator by using the Grounds Maintenance Contract Compliance Inspection Form, (attachment 2). The completed inspection form, with comments noted by the Program Administrator will then be signed by both the Program Administrator and the Contractor. The completed Contract Compliance Inspection Form for each work location shall be attached to the monthly invoice verifying work performed.

Failure to complete all areas in a project area within current cycle will result in a decrease in the invoiced amount corresponding to the portion(s) that have not been completed and the proposal amount stated for each incomplete portion. It may also result in early termination of the contract.

11. Cancellation of Mowing Cycle

The Program Administrator has the authority to cancel scheduled mowing cycles at any time for any reason including but not limited to prevailing weather conditions, and available funding. The Contractor will be notified of any cancellation(s). The County reserves the right to perform its own grounds maintenance operations during cancelled cycles.

12. Payment

Contractor shall be paid monthly in arrears, upon submission of properly prepared invoices. Contractor shall submit all invoices to:

Galveston County Auditors
P.O. Box 1418
Galveston, Texas 77550

RFP#: B132011
OPEN: 7/25/2013
2:00 PM

Invoices must include the Contractors name, address, date, mowing cycles completed, billing cycle, project area, unit/cycle cost per project area, purchase order number, and total cost with the corresponding Contract Compliance Inspection Form for each location attached (Attachment 2). Each project area must be invoiced separately. Incomplete or inaccurate invoices may result in delayed or denied payments.

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**GROUNDS - MAINTENANCE GENERAL CONTRACT
REQUIREMENTS AND PROVISIONS**

1. Additional Insurance Requirements

In addition to the required insurance set forth in Paragraph 14 of the General Provisions, the Contractor must also provide comprehensive automobile liability coverage with the same limits of coverage. All insurance policies must name the County as an additional insured. The requirements set forth in Paragraph 14 do not establish limits of Contractor's liability. Contractor shall at all times during the primary term of the contract and all extensions thereof maintain such insurance coverage at its sole expense. All policies of insurance shall waive all rights of subrogation against County, its officers, employees and agents. Certified copies of original insurance policies shall be furnished to County's Purchasing Agent. The County reserves the right to require additional insurance should it deems it necessary. A Notice to Proceed with this contract will not be issued until the Contractor has complied with this section.

2. Contractor's Responsibility for Damage and Claims\Indemnification

This paragraph supplements Paragraph 13 in the General Provisions. Contractor covenants and agrees to indemnify, hold harmless and defend Galveston County, its officers, agents, servants or employees from and against any and all claims for damages or injuries, including death, to any and all persons or property, of whatsoever kind or character, whether real or asserted, arising out of or incident to the services relating to the project to be performed by said Contractor, its officers, agents, servants or employees, under the terms and conditions of this contract, whether or not caused by negligence on the part of the County, or its officers, agents, servants or employees; and said Contractor does hereby covenant and agree to assume all liability and responsibility of County for injuries, claims or suits for damage to any and all persons or property, of whatsoever kind or character, occurring during the term of this agreement and arising out of or by reason of service, covenants or agreements performed by said Contractor, its officers, agents, servants or employees. Contractor likewise covenants and agrees to, and does hereby, indemnify and hold harmless the County from and against any and all injuries or damages to property of County during the performance of any of the terms and conditions of this Contract, whether arising out of or in connection with or resulting from any and all acts or omissions of the County, its officers, agents, servants or employees, or caused by negligence on the part of County, or their officers, agents, servants or employees. Contractor shall pay any judgment amount with costs that may be obtained against the County resulting from Contractor's operations under this contract

3. Non-Discrimination

Contractor warrants that it and its subcontractors will not engage in employment practices that have the effect of discriminating against an employee or prospective employee because of age, religion, race, color, sex, creed, disability, or national origin; and (ii) will submit reports as the County may require to assure compliance with this provision.

4. Laws, Regulations, and Ordinances

Contractor shall comply with all federal, state, and local laws, regulations, and ordinances. I the event any law, regulation, or ordinance becomes effective after the start of this contract, the Contractor is required to comply with the new policy. Any mandates requiring the county to comply with new guidelines will also require the Contractor to comply.

5. Early termination

County may terminate this contract:

- (i) immediately by giving written notice, if the other party breaches its obligations under the contract; or
- (ii) for convenience after giving 30 days written notice of termination to Contractor
- (iii) In the event Contractor becomes delinquent in the payment of County taxes, the County may cancel the contract immediately without giving written notice;
- (iv) if, after notice and hearing by Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift or otherwise, was offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with the intent to: (i) secure a contract; or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to the Contractor of the termination. The existence of the facts upon which Commissioners' Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this section (iv) County is entitled to: (a) pursue the same remedies against the Contractor as it can pursue in the event of breach by the Contractor; and (b) collect exemplary damages in an amount as determined by Commissioners' Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in this section (iv) are not exclusive and are in addition to any other rights and remedies provided by law.

6. Failure of Appropriation of Funds

This contract is subject to the appropriation of funds by the Commissioners' Court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of this contract.

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SCOPE OF WORK FOR GROUND MAINTENANCE ACTIVITIES

A. DEFINITIONS

1. Chemical Trimming: the use of a herbicide (such as Roundup and/or an approved equal containing a pre-emergent such as Surflan or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed is not allowed.
2. Clumped Grass Cuttings: any accumulation of cut grass that on the day the mowing occurs, exceeds six (6) inches in height. These clumps are typically found in areas where mowing equipment has turned or reversed directions.
3. Concurrent: all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs, prior to leaving the work site.
4. Program Administrator: the duly authorized representative of the Facilities Department who shall monitor the Contractor's performance.
5. Edging: the vertical removal of any and all plant material that encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, minimum depth of 1 inch, and minimum width of 1/4 inch. Edged areas shall have a clean, crisp vertical appearance with a smooth line.
6. Grounds Maintenance Project Area: a specific geographic area of the County designated to receive specified grounds maintenance services.
7. Inclement Weather: rainy/wet weather or when the condition of the soil is such that the rutting of property will occur and cutting of grass cannot be accomplished satisfactorily or without damage to County property.
8. Insect Control: treatment for fire ants, grubs and other insects normally found in the grass and shrubs at each location.
9. Maintenance and Billing Cycle: each time period in the mowing schedule for the mowing season. Each time period is defined by a beginning and ending date in which all prescribed maintenance activities for each area shall be completed.
10. Maintenance Schedule: the time periods established by the Facilities Director for the mowing season during which all prescribed maintenance activities for each area will be completed.
11. Mowing Height: the setting of mowing equipment to cut grass to a height of one and one-half (1-1/2) inches during the first mowing cycle for the purpose of removing dead grass and/or thatch. It also means setting the mowing equipment to a height of two (2) inches for project areas designated for 7-day mowing cycles, three (3) inches for project areas designated for 14-day, 21-day, and 28-day mowing cycles or as otherwise designated by the Program Administrator.

12. Mowing Season: the time period beginning the first week of March through the winter into December, during each contract year.

13. Ozone Action Days: the days during April 1 to October 31 (Ozone Season) of each year when ozone levels are critical. These days are determined by the Texas Natural Resource Conservation Commission and are announced via television, radio, and TxDOT highway information boards.

14. Right of Way Areas: the areas extending for a minimum of 6 feet from the curb or paving edge into the mowing area. Some project area descriptions may identify a right-of-way area greater than 6 feet.

15. Scalping: any action which results in the mowing of any turf area below one (1) inch height, down to and including the soil for project areas designated on a 7-day mowing cycle; to the two (2) inch height, down to and including the soil for project areas designated on a 14-day, 21-day, 28-day mowing cycle.

16. Trash and Litter: any debris within the grounds maintenance project area including, but not limited to, paper, plastic, cans, bottles, any broken glass, cardboard, rags, cigarette butts, bottle tops, gum wrappers, limbs and branches three (3) inches or smaller in diameter, rocks, and other similar solid materials and foreign debris which are not intended to be present as part of the landscape. This is inclusive of entire project area including streets, sidewalks, curbs, hillsides, courtyard plazas, ditches, etc. An acceptably policed area that is considered neat and clean shall be free of such trash and litter.

17. Trimming: the cutting or removal of all plant material immediately adjacent to or under park structures, trees, shrub beds, ditches, poles, tables, signs, fences, or other structures. All concrete and/or asphalt areas where weeds are growing in the expansion joints, within two (2) feet of the edge of the paved surface, must be trimmed (mechanically) every cycle.

B. SCOPE OF WORK

Work shall consist of specific grounds maintenance activities at the Community Centers, Courthouses, Jails, Annex buildings, fountains, Detention Centers, and other County properties listed in the Specific Project by Location Area portion of these specifications.

Contractor will be responsible for mowing all turf; edging all turf along walks, pavement, curbs, planting beds, signs, and other obstacles; removing all litter from sites including sidewalks, picnic areas, multi-purpose grounds areas courtyard areas, and parking lots. The Contractor shall leave the area with a finished appearance and walks and curb areas clear of debris and vegetation. All grass and weeds growing in expansion joints or in cracks in concrete shall be removed. Turf strips bordering parking lots are included unless otherwise specified by the County. Turf adjacent to or under obstacles must be maintained at the same height as adjoining turf areas.

C. **SPECIFIC REQUIREMENTS**

Mowing and Trimming

1. Mow, trim, and edge all turf areas once every 7, 14, or 21- days during the mowing season. All grass to be cut at a height of two (2) inches on the 7-day cycle sites and three (3) inches on the 14-day and 21-day cycle sites. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks and ruts from mowing equipment. Turf shall be cut in a manner as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge of grass clippings onto any paved surface such as streets, curbs and gutters, parking lots, sidewalks, concrete pads, and/or onto adjacent properties. Any material so discharged shall be removed prior to leaving the project area. The Contractor shall dispose of all trash and litter at an off-site location procured by the Contractor at its sole cost and expense.
2. Remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Failure to remove litter prior to mowing will result in the Contractor being required to return to the site and remove all new litter as well as all mowed litter. Any papers, cans, or bottles cut or broken during maintenance operations shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas. All trash and litter to be disposed of by the Contractor at an off-site location procured by the Contractor at its sole cost and expense.
3. All mowing equipment shall maintain sharp blades so as to cleanly cut, not tear blades of grass.
4. All trimming must be accomplished concurrently with mowing operations. All park structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Special care shall be given to trimming around small trees as not to inflict damage to the bark of the trees. All trimming shall be accomplished maintaining the required 2", or 3" cutting height depending on project area and cycle frequency.
5. All vegetation in cracks, seams, and joints of paved areas such as sidewalks, medians, curbs, and driveways shall be pulled out by the root during the completion of each mowing cycle.
6. Contractor shall not damage existing buildings, equipment, trees and other vegetation on County property. If Contractor causes damage to any of this property, Contractor shall replace or repair the damage at no expense to the County. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost of such repairs. These costs may be deducted from any monies owed Contractor. County may also seek such other means available to it to recover such costs.

Weed Control

1. All planting beds, fence lines, parking lots, expansion joints, foundation lines, and gravel areas shall be maintained weed and grass free. Weeding is required and must be accomplished by hand, removing the weed and as much of the root as possible.

Flower Beds/Other Bedding Locations

1. Metal edging is to be maintained in good condition around existing beds.
2. Seasonal color changes must be made two (2) times during the year using the appropriate variety for the season. Colors may be mixed unless otherwise specified by Program Administrator. These plants shall be in 4-inch pots and well-rooted plants. The plants shall be planted on 12-inch centers unless otherwise requested by Program Administrator. Good quality dark pine bark mulch shall be applied to all bedding areas and a depth of three (3) inches shall be maintained.
3. Weed and grass control in all planting beds shall be continuous. All beds shall be inspected continually throughout the mowing season for weed and grass growth and appropriate action taken immediately. Weeds and grass shall be removed from planting beds whether alive or dead.

Trees, Hedges and Shrubs

Trash and litter in shrub beds on all properties shall be removed during each mowing cycle.

1. At all locations the following guidelines shall be observed regarding trees, hedges and shrubs:
 - All trees under ten (10) feet tall shall be the responsibility of the Contractor to trim and prune in a manner consistent with standard arboricultural practices. This includes stand-alone trees or trees in beds and/or planters.
 - All trees over ten (10) feet tall shall be handled on a unit price basis for annual trimming. See the section entitled "Service Location by Project Area", for specific tree information.
 - Regardless of overall height the lower limbs of all trees and shrubs are to be trimmed up to a height of ten (10-ft.) feet to allow for safe passage adjacent to trees, beds, and shrubs.
 - All trees trimmed shall be in compliance with existing city ordinances and according to approved arboricultural practices.
 - Tree pruning will occur one time per year during dormant season (December - February). But, in the event of storm damage pruning will be necessary to remove damaged and broken limbs.
 - Plant material resulting from trimming and pruning, or storm/wind damage shall be removed and disposed of by the Contractor.
 - Mulch rings around trees and shrubs will be reshaped prior to leaving project site when dislodged by mowing equipment.

- Damage to trees and shrubs will result in replacement by the Contractor. Failure to replace damaged trees or shrubs will be considered a breach of contract and Contractor shall be responsible for damages.
- All trimming and pruning shall be done to promote healthy, disease-free trees and shrubs.
- Flowering trees and shrubs shall not be trimmed or pruned until after they have finished flowering (for example Azalea, Rose of Sharon, and Crepe Myrtle). Barrier and foundation hedges shall be pruned 3 times per year to maintain an attractive, uniform, and healthy growth form. Timing of the pruning must be approved by the Program Administrator.

Assessment of Damages to Trees and Shrubs During Grounds Maintenance Operations:

1. Trees and shrubs in the contract area will be checked before contract work begins with coordination of the Program Administrator.
2. Random checks of the trees and shrubs will be carried out during the contract period by the Program Administrator.
3. A check of all trees and shrubs may be made at the end of the contract period. Program Administrator and Contractor will both attend the inspection. Damages to any tree will be noted by Program Administrator and placed in the contract file.
4. Damage to any tree or shrub shall be documented by memo from the Contractor to the Program Administrator.
5. Contractor shall have the option of either replacing or paying damaged trees. Replacement of trees shall be of the same species no less than 2 ½" caliper. Replacements shall be subject to approval by the Program Administrator. Damages shall be assessed as follows: \$75.00 for any slight damage to trees i.e. damage that may heal; \$150.00 for a badly damaged tree i.e. a tree which in the opinion of the Program Administrator may or will eventually contribute to the death of the tree. Failure to replace or pay for damaged trees shall result in a breach of contract and the Contractor will be automatically assessed damages. Damages as described herein shall be deducted from payments otherwise due to the Contractor. This method of payment does not preclude County from recovering additional monies owed to it by Contractor.
6. Contractor shall replace any damaged or dead shrub.

Removal of Grass Clippings

Removal of cut grass from turf areas will not be required, unless otherwise specified by the Program Administrator; however, removal of clumped grass is required. The use of mulching blades is encouraged. Cut grass and debris which falls or is thrown by equipment upon the pavement, streets, curb and gutters, sidewalks, courtyards, plazas, driveways, or adjacent properties through the action of the work crew, must be removed prior to leaving the project area.

Edging

Edging of sidewalks, driveways, and curbs shall be accomplished so that grass and weeds do not extend over the edge of the walks, drives, or curbs more than ¼ inch nor will they be cut back from the edge of walks, drives, or curbs more than ¼ inch. All sidewalks, curbs, and steps must be mechanically edged exposing concrete surface. If the Contractor elects to use string line trimmers for edging, the Contractor shall use the vertical cut approach. Vertical line trimming is subject to inspection and possible rework if lines are not straight and crisp. All material dislodged by edging shall be removed from the site. Sidewalks shall be edged on both sides.

Fountain/Water Features

Maintenance at all fountain or other water features will require turf areas to be mowed with grass catching equipment. If the Contractor fails to use grass catching equipment, he must pay for the cost of cleaning the fountain which will be at a minimum of \$100.00 dollars per incident. Edging shall be done to keep clippings out of fountain or other water features. Clippings and trash must be removed ensuring that none gets into fountain or other water features.

Hazardous Conditions/Damaged County Property

The Contractor will be required to notify the Program Administrator immediately of any hazardous conditions he creates or observes. Similarly, Contractor must notify the Program Administrator of any damaged county property he creates or notices.

Herbicide Treatment

Approval for the application of herbicides must be obtained in writing from the Program Administrator prior to herbicide application. Areas that have been sprayed will be trimmed after grass/weeds are dead.

Herbicide application must be in compliance with the state of Texas Structural Pest Control Board laws and regulations or the Texas Department of Agriculture laws and regulations. The Contractor or his/her representative must have a copy of their pesticide license on file with the Parks Department prior to the use of any herbicide.

Chemical trimming will not be accepted for the edging of sidewalks and/or curbs.

Hard Surface Medians

Hard surface medians, end caps, or traffic islands within the contracted area which are not specifically identified in these specifications shall nonetheless be deemed to be a part of the contracted area.

Insect Treatment

Insect Treatment at each project area will be included in the scope and treated as needed.

Irrigation System

This responsibility includes replacing missing pop-up heads, directional spray heads, and risers. Contractor will be responsible for the distribution system to bring water to the solenoid valves. Contractor will check system to assure it is functioning during each mowing cycle and quote price for repairs.

Concurrent Contracts

In the event that a Contractor is awarded contracts for more than one project area, he/she shall proceed with work simultaneously in all areas awarded.

Supervision of Work Crew

Contractor will provide supervision of all work crews while performing work under this contract. On-site supervision is not required as long as communication equipment is provided which enables the work crew to communicate with Contractor or his project supervisor at all times. Each work crew must have a designated person on the work site who has the authority to respond to inquiries about work details or priorities.

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SERVICE LOCATION BY PROJECT AREA

A. ISLAND GROUP

(Include pricing information on attachment 5)

1. Courthouse Complex- 19th to 21st Street between Winnie and Sealy, excluding the office building at the corner of 20th Street and Ball, Galveston, Texas

Inventory of Trees over 10 ft. in height - (Approximately)

Oaks	42	Palms	77	Crepe Myrtle	33 mini	Chinese Elm	46
Holly	5	Bradford Pear	5	Pine	1	Oleander	110
Lugustrum	5	Bottle Brush	10	Muhly grass	78	Cypress Trees	17
Knock out Roses	8			Fan Palms	4		

Mulch Beds 9,120 sq. ft of surface area, 2,280 cu. ft. Bedding located on Winnie Street side of Courthouse (North), Judges garden area, plaza area between parking garage and Records Storage, fountain plaza entrance at building, perimeter of Courthouse parking garage north, east and west sides.

With a minimum of 1800 well-rooted plants, located 12 inches on center, distributed between above bedding locations.

Irrigation System- consists of two separate controllers, one for the Courthouse grounds and one for the parking garage area. Courthouse system has 10 stations. Parking Garage system has five (5) stations including pop-up heads and directional sprayers.

**2. Galveston County Multipurpose Senior Center
2201 Avenue L
Galveston, Texas**

Inventory of Trees over 10 ft. in height (Approximately)

Oaks	3,	Palms	3
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Mulch beds approximately 300-sq. ft. of surface area

With a minimum of 100 well-rooted plants spaced 12 inches on center throughout bedding area.

Irrigation System – Consists of pop up sprinklers and internal control panel located inside the Center.

3. Records Center
2001 Sealy
Galveston, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Queen Palms 6

Mulch Beds approximately 200 sq. ft. at frontage

No color beds at this location

Irrigation System – None

4. Galveston County Justice Center Courts Building
600 59th
Galveston, Texas

Grass cutting, trimming, mulching and fertilizing in the front of the facility.

All plant detail work along with weed pulling will be done by contractor. There are thousands of small individual plants that vary by type and size that need to be maintained by contractor.

5. Justice Center Palm Trees
600 59th
5700 Avenue H
601 54th
Galveston, Texas

Palm Trees – 199

Mulch palm beds only

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SERVICE LOCATION BY PROJECT AREA
B. MAINLAND - WEST
(Include pricing information on attachment 3)

1. West County Annex
11730 Hwy. 6
Santa Fe, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Oaks 3 Chinese Tallow 4 Pine 11 Crepe Myrtles 1

Mulch Beds – located at front bed adjacent to sign along sidewalks consisting of approximately 1200 sq. ft. and rear entrance bed, at sidewalk.

With a minimum of 600 well rooted plants located 12” on center throughout beds at sidewalk, parking lot and tree ring on lawn area. Color beds at front sidewalk.

Irrigation system – Controls system with pop-up heads and directional beads in bedding at Building. Toro system 7 stations.

2. Johnny Henderson Building
203 Vauthier
La Marque, Texas

Inventory of Trees over 10 ft. in height – Crepe Myrtles 7 Palm Tree 1

Mulch Bed 600 sq. ft. of bedding around building and at Vauthier road sign.

With a minimum of 750 well-rooted plants located 12” inches on center around building and at sign.

Irrigation system – Single control system with pop-ups heads and directional heads in bedding at building - 23 heads

3. Texas City Courthouse Annex
2510 Texas Avenue
Texas City, Texas

Inventory of Trees over 10 ft. in height

Oaks 3 Pears 6 Crepe Myrtle 1

Mulch Beds 633-sq. ft. of surface area around building

With a minimum of 300 well rooted plants located around building

Irrigation system - Rainbird controlled system, stations consisting of pop-up heads and Directional sprayers

4. Medical Examiner
6607 FM 1764
Texas City, Texas

Inventory of Trees over 10 ft. in height – None

Mulch Beds bedding located around north front and east entrance of building consisting of approximately 300-sq. ft. of surface area

With a minimum of 300 well-rooted plants located 12” on center around bedding and around the building.

Irrigation System – None

5. Animal Resource Center & Intake
3412 Loop 197 North
Texas City, Texas

Mulch all flower beds.

Palm Trees 17 Oak Trees 26 Pine Trees 21 Crepe Myrtle 3

Pecan Tree 3

Multiple small routed plants

Irrigation System - Baseline Irrigation system with 16 zones; moisture sensors and flow meters.

6. Mid County Annex
9850 Emmett F. Lowry Expressway
Texas City, Texas

Live Oaks 69 Muhly Grass 336 Crepe Myrtle 47

Turf square foot – 45,548

Mulch cubic yard – 136

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SERVICE LOCATION BY PROJECT AREA
C. MAINLAND - NORTH
(Include pricing information on attachment 4)

1. Galveston County League City Annex
175 Pecan
League City, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Pecans 29, Magnolias 2, Crepe Myrtle 7, Chinese Tallow 2

Mulch beds 2,650 sq. ft. of surface area, 662.5 cu/ft located around building perimeter

With a minimum of 875 well-rooted plants in four- (4) inch pots located 12 inches on center space around building.

Irrigation system – Control system over ground complex, including bedding irrigation, pop up heads, and directional sprayers (17 stations.)

2. North County Lot
1301 FM 646
Dickinson, Texas

Lot is next to the Emergency Management Facility located at 1353 FM 646. Only needs grass cut & trimmed.

Inventory of Trees over 10 ft. in height (Approximately)

Crepe Myrtle 5 Oaks 2

Irrigation System – None

3. Senior Center
2714 Hwy. 3
Dickinson, Texas

Inventory of Trees over 10 ft. in height (Approximately).

Pecan 1 Hackberry 1 Chinese Tallow 2

Mulch Beds 60-sq. ft. of surface area, 15 cu/ft.

With a minimum of 75 well-rooted plants in four- (4) inch pots located 12 inches on center.

Irrigation System- none

4. Jerry J. Esmond Juvenile Justice Center
5500 Atwater
Texas City, Texas

Inventory of Trees over 10 ft. in height (Approximately)

Oaks 9

Mulch Beds 1840 sq. ft. of surface area, 460 cu/ft. located at building frontage, Parking Lot, islands and entrance signage, on Attwater.

With a minimum of 2300 well-rooted plants in four- (4) inch pots located 12 inches on center spaced throughout planting beds.

Irrigation System – Single control separate zones with directional sprayer sand pop-ups heads, 5 zones.

5. Galveston County Emergency Management Facility
1353 FM 646
Dickinson, Texas

Crepe Myrtles 8 Queen Palm Trees 2 Pine Tree 1 Oaks 8

Irrigation System – Yes (12 stations)

6. Auto Crimes Task Force
1620 Gill Road
Dickinson, Texas 77539

No Irrigation System, no color beds and no mulch.
Pampas grass on east side of parking lot.

Crepe Myrtles 5 Sweet Gum 1 Oleanders 10 Pine 1
Oak Trees 3 Various shrubs with holly

SERVICE LOCATION BY PROJECT AREA
D. BOLIVAR PENINSULA
(Include pricing information on attachment 6)

1. Crystal Beach Joe Faggard Community Center
1750 Hwy 87
Crystal Beach, Texas

Inventory of trees over 10 ft in height (Approximately)

Palms – 8

Mulch Beds: Approximately 2000 sq. ft located around perimeter of building with approximately 300 well rooted plants and approximately 60 sq. ft. of mulch bed surrounding electrical enclosure with approximately 20 well rooted shrubs.

Irrigation System: Single control separate zones with 20 heads and 5 zones.

2. Crystal Beach Annex
946 Noble Carl Road
Crystal Beach, Texas

Palms 23

Mulch beds – yes
Numerous small plants around building

Irrigation System: Yes

3. Crystal Beach Fire & EMS Station
930 Noble Carl Drive
Crystal Beach, Texas 77650

Palm trees 50

Irrigation system: Baseline Irrigation with 13 zones.

INSTRUCTIONS TO PROPOSERS

All Proposers must:

1. Fill out the following proposal location and detail price form for each of the project areas being proposed. This applies to alternate proposal locations as well if Proposer wishes consideration for a project area not included in a grouping.
2. Transfer totals to the proposal location and detail price form (See Attachments 3,4,5,6,7,8).
3. Fill out, sign, and return any other forms required by the Galveston County Purchasing Agent.
4. Sign forms as indicated.
5. State what equipment Proposer has available to complete the necessary grounds maintenance work, (Attachment 1).
6. Return to the Purchasing Department the proposal location and detail price form for each project area wishing consideration.

This proposal shall be accompanied by the required proposal bond.

Any proposals lacking any of the above stated details will be rejected and deemed non-responsive.

I, the Proposer understand have read and understand the above conditions.

Proposer signs here and initials on each proposal location and detail price form (Attachments 3,4,5,6,7,8}

Proposer

Firm Name

Signature

Name and Title (print or type)

Address

City, State and Zip Code

Telephone number (include area code)

MOWING AND BILLING CYCLES

1. MOWING AND BILLING CYCLES ON A 7-DAY FREQUENCY;

Maintenance of all assigned properties within the designated project area shall be completed on a 7-day (weekly) schedule beginning approximately in April and lasting for a maximum of 17 cycles. These are estimated numbers and may change as determined necessary by the Program Administrator. With optional cycle additions, the contract sequence is as follows:

Mowing Cycle	#1	April 28	to	May 4	
	#2	May 5	to	May 11	
	#3	May 12	to	May 18	
	#4	May 19	to	May 25	Billing Cycle
Mowing Cycle	#5	May 26	to	June 1	
	#6	June 2	to	June 8	
	#7	June 9	to	June 15	
	#8	June 16	to	June 22	Billing Cycle
Mowing Cycle	#9	June 23	to	June 29	
	#10	June 30	to	July 6	
	#11	July 7	to	July 13	
	#12	July 14	to	July 20	
	#13	July 21	to	July 27	Billing Cycle
Mowing Cycle	#14	July 28	to	August 3	
	#15	August 4	to	August 10	
	#16	August 11	to	August 17	
	#17	August 18	to	August 24	Billing Cycle

2. MOWING AND BILLING CYCLES ON 14-DAY FREQUENCY:

Maintenance of all assigned property within the designated project area shall be completed on a 14-day (bi-weekly) schedule beginning approximately March 2009 and lasting through the contract period for a maximum total of 11 cycles. These are estimated numbers and may change as determined necessary by the Program Administrator. With optional cycle additions the contract sequence is as follows:

Mowing Cycle	#1	March 3	to	March 16	
	#2	March 17	to	March 30	Billing Cycle
Mowing Cycle	#3	March 31	to	April 13	
	#4	April 14	to	April 27	Billing Cycle
Mowing Cycle	#5	August 25	to	September 7	
	#6	September 8	to	September 21	Billing Cycle
Mowing Cycle	#7	September 22	to	October 5	
	#8	October 6	to	October 19	Billing Cycle
Mowing Cycle	#9	October 20	to	November 2	
	#10	November 3	to	November 16	Billing Cycle
Mowing Cycle	#11	November 17	to	November 30	Billing Cycle

3. MOWING AND BILLING CYCLES ON A 21-DAY FREQUENCY;

Maintenance of all assigned property within the designated project area shall be completed on a 21-day schedule beginning approximately in December and continuing through the contract period for a maximum total of 4 cycles. With optional cycle additions the contract sequence is as follows:

Optional Cycle	#1	December 1	to	December 21	Billing Cycle
Optional Cycle	#2	December 22	to	January 11,2003	Billing Cycle
Optional Cycle	#3	January 12	to	January 25	Billing Cycle
Optional Cycle	#4	January 26	to	February 15	Billing Cycle

Attachment 2
Grounds Maintenance
Contract Compliance
Inspection Form

Site Name: _____ Date: _____
 Address: _____
 Vendor Rep: _____

TASKS	COMPLETE		COMMENTS
	Yes	No	
1. <u>Turf Care –</u> Mowing , Trimming, Blowing, Litter Removal, Trimming of shrubs (As needed), Weeding of Beds (As Needed), <u>Fertilization : March and September</u>			
2. <u>Color Beds –</u> Color change 2 x year, Mulching 2 x year, Tree trimming under 10 ft (As Required)			

Tasks completed and authorized to pay ___yes ___no
 (If “no” See General comment and observation section)

Inspected by: _____ Title: _____

General Comments and Observations _____

PRICING PROPOSAL SHEET

MAINLAND – WEST

Attachment 3

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	West County Annex 11730 Hwy 6 Santa Fe, TX	Johnny Henderson Bldg. 203 Vauthier La Marque, TX	Texas City Courthouse Annex 2510 Texas Ave. Texas City, TX	Medical Examiner 6607 FM 1764 Texas City, TX
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , Fertilization 2x Year: March and September				
TASK 1 TOTAL				
Base Proposal TASK 2 Color Beds				
Mulching 2x Year, Color change 2x Year, Tree Trimming under 10' (As required)				
TASK 2 TOTAL				

PRICING PROPOSAL SHEET

MAINLAND – NORTH

Attachment 4

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	League City Annex 175 Pecan League City, TX	Senior Center 2714 Hwy3 Dickinson ,TX	Emergency Mgmt. 1353 FM 646 Dickinson, TX	Auto Crimes 1620 Gill Rd. Dickinson, TX
Base Proposal TASK 1 Turf Care				
Mowing, trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , Fertilization 2x Year: March and September				
TASK 1 TOTAL				
Base Proposal TASK 2 Color Bed				
Mulching 2x Year, Color Change Out 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL				

PRICING PROPOSAL SHEET

MAINLAND- NORTH (continuation)

Attachment 4

All proposers are to submit pricing below in the task areas per location

TASK	(To Be Demolished) LOCATIONS			
	North County Annex 1301 FM 646 Dickinson ,TX	Juvenile Justice Center 5500 Attwater Texas City, TX	Animal Resource Center 3412 Loop 197 North Texas City, Texas	Mid County Annex 9850 E.F. Lowry Expressway Texas City, Texas
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , Fertilization 2x Year: March and September				
TASK 1 TOTAL				
Base Proposal TASK 2	N/A			
Mulching 2x Year Color Change Out 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	N/A			

PRICING PROPOSAL SHEET

**ISLAND GROUP
 Attachment 5**

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	Courthouse 722 Moody Galveston, TX	Galveston County Senior Center 2201 Avenue L Galveston, TX	Facilities 1912 Sealy Galveston, TX	Records Center 2001 Sealy Galveston, TX
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , Fertilization 2x Year: March and September)				
TASK 1 TOTAL			N/A	N/A
Base Proposal TASK 2 Color Bed				
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL			N/A	N/A

PRICING PROPOSAL SHEET

ISLAND GROUP (Continued)
Attachment 5

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION			
	Galveston County Justice Center 601 54th 5700 Avenue H 600 59th			
Base Proposal TASK 1 Turf Care				
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , Fertilization 2x Year: March and September)				
TASK 1 TOTAL	N/A			
Base Proposal TASK 2 Color Bed				
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)				
TASK 2 TOTAL	N/A			

PRICING PROPOSAL SHEET

BOLIVAR PENINSULA GROUP

Attachment 6

All proposers are to submit pricing below in the task areas per location

TASK	LOCATION		
	AARP 1750 Hwy 87 Crystal Beach, TX 77650	Crystal Beach Annex 946 Nobel Carl Dr. Crystal Beach, TX 77650	Crystal Beach Fire & EMS Station 930 Noble Carl Drive Crystal Beach, TX 77650
Base Proposal TASK 1 Turf Care			
Mowing, Trimming, Blowing, Litter Removal, Trimming of Shrubs (As Needed), Weeding of Beds , Fertilization 2x Year: March and September)			
TASK 1 TOTAL			
Base Proposal TASK 2 Color Bed			
Mulching x2 year Color change 2x Year, Tree Trimming under 10' (As Needed)			
TASK 2 TOTAL			

**PROPOSAL FORM
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

THE FIRM OF: _____

Address: _____

FEIN (TAX ID): _____

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

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. Proposal Form	_____
5. Vendor Qualification packet	_____
6. Debarment Certification	_____
7. Cashier's Check, Money Order or a proposal bond in the amount of five percent (5%) of the cost of the annual proposal	_____
8. Payment Terms:	_____ net 30 _____ Other

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Proposer agrees to all of the conditions of the Request For Proposals (RFP) dated _____, 2013 and any Addenda issued thereto and referenced above.

PROPOSER MUST SIGN HERE BELOW:

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

Firm Name: _____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ FAX No.: _____

E-Mail Address: _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

The remainder of this page intentionally left blank

**PROPOSAL FORM
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

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

1. Contact information for notice:

Name: _____
Address: _____
Telephone Number: _____ Facsimile number: _____

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

Name: _____
Address: _____
Telephone Number: _____ Facsimile number: _____

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

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

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

Name of Organization: _____
Name of Person: _____
Title of individual within Organization, if applicable: _____
Business address: _____
Telephone Number: _____ Facsimile number: _____

Name of Organization: _____
Name of Person: _____
Title of individual within Organization, if applicable: _____
Business address: _____
Telephone Number: _____ Facsimile number: _____

Name of Organization: _____
Name of Person: _____
Title of individual within Organization, if applicable: _____
Business address: _____
Telephone Number: _____ Facsimile number: _____

**PROPOSAL FORM
GROUND MAINTENANCE FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS**

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

Business Name of Supplier: _____
Name of Person: _____
Title of individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

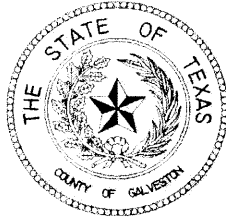
Business Name of Supplier: _____
Name of Person: _____
Title of individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

Business Name of Supplier: _____
Name of Person: _____
Title of individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

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County of Galveston

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

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: **RFP #B132011**

Solicitation Title: **Grounds Maintenance for Galveston County**

Contractor hereby CERTIFIES that:

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

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

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

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

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

Name of Business

Date

By: _____
Signature

Printed Name & Title



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

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

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

Form PEID: Person /Entity Information Data

Form W-9: Request for Taxpayer Identification Number and Certification

(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)

Form CIQ: Conflict of Interest Questionnaire

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

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

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

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

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

Procurement Policy - Special Note:

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

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

Questions/Concerns:

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

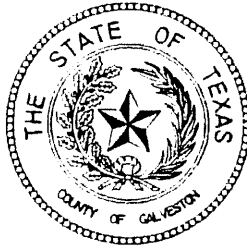
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

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

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

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



**COUNTY of GALVESTON
Purchasing Department**

rev. 1.3, March 29, 2010

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

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

1.	Business Name:			
	Attention Line:			
2.	Physical Address:			
	City:		State:	Zip+4:
3.	Billing / Remit Address:			
	City:		State:	Zip+4
4.	Main Contact Person:			
	Main Phone Number:			
	Fax Number:			
	E-mail Address:			

Areas below are for County use only.

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

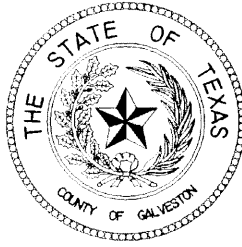
Yes No

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

4

Signature of person doing business with the governmental entity

Date



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: CM13259

Invitation to Bid Number: RFP #B132011 Grounds Maintenance for Galveston County

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

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating _____.

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 (5th) Floor
Galveston, Texas 77550

Contractor:

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 _____, 2013.

Contractor:

By:

Date:

Galveston County

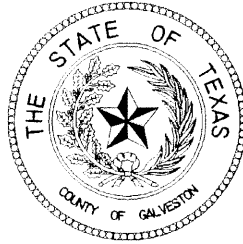
By:

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.

Contract Number: CM13259

Invitation to Bid Number: RFP #B132011 Grounds Maintenance for Galveston County

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

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating _____.

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 (5th) Floor
Galveston, Texas 77550

Contractor:

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.

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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 _____, 2013.

Contractor:

By:

Date:

Galveston County

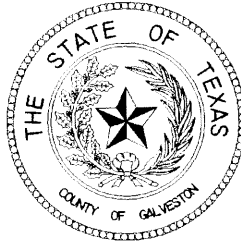
By:

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.

Contract Number: CM13259

Invitation to Bid Number: RFP #B132011 Grounds Maintenance for Galveston County

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

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating _____.

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 (5th) Floor
Galveston, Texas 77550

Contractor:

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.

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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 _____, 2013.

Contractor:

By:

Date:

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk