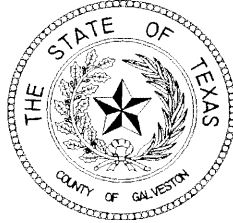


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL:

RFP #B122034

**ENTERPRISE FLEET COPIER MANAGEMENT
& IMPLEMENTATION SERVICES**

**PROPOSAL DUE DATE: OCTOBER 16, 2012
2:00 P.M.**

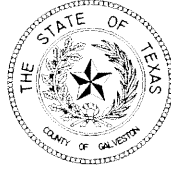
*Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372*

RFP #B122034

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& IMPLEMENTATION SERVICES**

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RFP #B122034
OPEN: 10/16/2012
2:00 PM

REQUEST FOR PROPOSALS
ENTERPRISE FLEET COPIER MANAGEMENT & IMPLEMENTATION SERVICES
GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of nine (9), one (1) original and eight (8) copies** will be received in the office of the Galveston County Purchasing Agent until **2:00 PM** on **10/16/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. All 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. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

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

RFP #: B122034
ENTERPRISE FLEET COPIER MANAGEMENT & IMPLEMENTATION SERVICES

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

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.

Each proposal must be accompanied by a Certified or Cashier's Check or acceptable Proposer (Bid) Bond in the amount of 5% of Proposal as a guarantee that, if awarded the contract the Proposer will enter into a contract and execute required Performance and Payment Bonds.

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

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

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

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1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in sets of nine, one (1) original and eight (8) copies and one (1) complete electronic version 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
Fifth 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.

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4. TIME FOR RECEIVING PROPOSALS

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 proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from 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.

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.

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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 nation wide rail strike, oil shortage, or oil embargos.

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

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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.

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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

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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.

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

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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.

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 reference 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.

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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:

- 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.

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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.

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.

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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.

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>.

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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.

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 of 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.

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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.

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.

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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.

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 a procurement when the employee knows that:

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- 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.

52. NOTICE

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

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, CPPPO, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax: (409) 621-7987

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



RFP#: B122034
OPEN: 10/16/2012
TIME: 2:00 PM

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DEFINITIONS

MFP = Multifunction Printer
OCR = Optical Character Recognition
P-Card = Procurement Card
FEIN = Federal Employer identification Number
RFP = Request for Proposal
CIQ Form = Conflict of Interest Questionnaire Form

PURPOSE

The County of Galveston is requesting proposals for comprehensive Master Contract covering Enterprise Fleet Management, Intelligent Scanning, Workflow Automation, Print Security, Managed Print / Copy Services, Sustainability Programs, Print Shop, and Fleet Copier / Printer Replacement. Each technology acquisition and service project awarded under this contract will be a separate Amendment to the Master Contract. The Amendment will clearly define the scope of the work, term, and pricing.

The intent of this request for proposal is to establish a Master Contract covering Enterprise Printer Fleet Management Services, Integration Services, Operational support, and Technical support and consulting services between the County of Galveston and a Vendor of Technology Services. Galveston County may contract with successful Vendor during the term of the Master Contract for specific Enterprise Printer Fleet Management Services, Integration Services, Operational support, and Technical support and consulting services through Amendments to the Master Contract that define the scope of work, terms, and pricing for the project.

The County's Information Technology Department will designate a Program Administrator that will manage work to be performed under the Master Contract Amendments, who for the purpose of this RFP is:

John Clarke
Information Technology Infrastructure & Applications Manager
722 Moody, 2nd Floor
Galveston, TX 77550
(409) 770-6200

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

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PROJECT TIME FRAME

The County anticipates final selection of a preferred Service Provider by October 30, 2012.

SCHEDULE OF EVENTS

The following is a schedule of events concerning the procurement process:

	<u>Date</u>
Distribution of RFP	September 6, 2012
Pre-proposal Conference & Site Visit	Wednesday, September 19, 2012 @ 2:00 p.m.
Deadline for questions regarding this proposal	Tuesday, September 25, 2012 @ 5:00 p.m.
RFP Opening	Tuesday, October 16, 2012 @ 2:00 p.m.

QUESTIONS

Questions must be submitted via email only to Rufus Crowder, CPPO, CPPB, Galveston County Purchasing Agent at rufus.crowder@co.galveston.tx.us.

SUBMISSION INSTRUCTIONS

One (1) original hardcopy, one (1) complete electronic version with all appendices, and nine (9) exact duplicate hard copies of the proposal must be submitted no later than **2:00 PM on October 16, 2012** to:

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

PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for **2:00 p.m. on Wednesday, September 19, 2012** at the Galveston County Purchasing Department located in the Galveston County Courthouse, 722 Moody (21st Street), Fifth (5th) Floor, Galveston, Texas, 77550. **Attendance is not mandatory but strongly encouraged.**

PROPOSAL DUE DATE

Proposals must be received no later than 2:00 PM on October 16, 2012.

TERM

It is the intent of the County to award a contract for an initial term of a three (3) year period with the option to extend the contract on a year to year basis for up to two (2) additional one-year periods for a total of five (5) years.

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EVALUATION CRITERIA AND AWARD

The requested services will be awarded based on the evaluation criteria listed below. Proposers, please note that there are two (2) separate evaluation criteria sections.

Section 1 RFP, MFP Fleet Machine Types and Volumes based on proposers approach to the following criteria:

1. Proposer's response to the RFP, including monthly lease price and per click charges. The response should address all points in the proposal, be well organized, clear, and include all requested and supporting information. The response must be clearly state what is offered and what will be done. (30)
2. Equipment Ease of Use, Functionality, and Integration with County's Onbase Document Management System, and Active Directory. (10)
3. Service offering /customer satisfaction program covering performance and or replacement of defective equipment. (10)
4. User training upon implementation and on-going training throughout the term of the agreement. (10)
5. Support Services (10)
6. Enterprise Reporting (10)
7. Universal Print Driver (5)
8. Proposer's approach to assure delivery of all required services and any enhancements at no cost to the County. (5)
9. Proposer's overall experience. (5)
10. Reputation and services as demonstrated by same/similar projects, references and reference checks, and experience with government clients. (5)

Section 2 RFP, Print Center based on proposers approach to the following criteria:

1. Proposer's response to the RFP, including monthly lease price and per click charges. The response should address all points in the proposal, be well organized, clear, and include all requested and supporting information. The response must be clearly state what is offered and what will be done. (30)
2. User training, Advance Training, and helpdesk support for Print Shop personnel. (15)
3. Equipment eases of use, and functionality. (10)
4. Pre-Press / Job Submission (10)
5. Proposer's ability to provide Wide Format MFP V.S. Wide Format Scanner and WF Printer. (consolidation of hardware) (10)
6. Enterprise Reporting (10)
7. Proposer's approach to assure delivery of all required services and any enhancements at no cost to the County. (10)
8. Reputation and services as demonstrated by same/similar projects, references and reference checks, and experience with government clients. (5)

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BACKGROUND INFORMATION

COUNTY OF GALVESTON

The County of Galveston is a public corporation and political subdivision, organized and existing under the constitution and laws of the State of Texas. It was established on May 15, 1838, by an article approved by the President of the Republic of Texas, Sam Houston. It is located on the upper Texas coast of the Gulf of Mexico and comprises a land area of 430 square miles and a population that is approaching 300,000. The land area includes: Galveston Island (the "Island"), thirty-two miles long and situated two miles from the coast; a portion of the nearby mainland; and the Bolivar Peninsula, just northeast of the Island across the entrance to Galveston Bay.

The county seat is the City of Galveston, located on the northern end of the Island and covering slightly more than forty-seven square miles. The county has no legislative and only restricted administrative and judicial, powers. The Galveston County, Texas, Commissioners' Court is the county's governing body. The Commissioners' Court is elected by county voters for staggered four- year terms and comprises the County Judge (the presiding officer) and four County Commissioners. Each of the four commissioners represents one of the four geographical precincts into which the county is divided.

The County has approximately 1,200 (twelve hundred) employees and provides a full range of services with regard to public safety, health and social welfare, culture and recreation, conservation, and roads, bridges, and rights-of-way.

COUNTY WIDE DEPLOYMENT GOALS

The goal of the County is to seek qualified vendors to deliver managed print services in a scope of work that consists of management of fleet machines that are utilized within County departments. The County is interested in obtaining a solution that will offer the best valued solution to meet our organization needs to print, copy, scan, email, and also sends and receives faxes. Also, the County is interested in reducing the overall volume of printed materials, consolidating fleet, and lower cost for all County printers/ copiers. The County encourages continuation/improvement of best practices through consolidating printing, controlling the cost of printing and eliminating waste.

SPECIFICATIONS

DAMAGE

The risk of loss and damage to all equipment will remain the responsibility of the Contractor except for damage resulting from abuse by the County.

BIDDING AND REQUIRED DOCUMENTATION

All pricing should be based on the rental / lease of the equipment for a five (5) year term. **Items requested in Section 1 RFP and Section 2 RFP may result in a split award between two bidders.** Bidders may only present one (1) model per type / item line. In case where two (2) different items are bid for the same CPM ratings, both items will be rejected. Bidders must state in the price page the make and model of the equipment they intend to furnish for each type. Each bidder shall submit with their bid response, a brochure properly bound and labeled showing full illustrations, specifications, and supporting data sufficient in detail to permit evaluation without further reference on each and every line item offered. These cuts and specifications are to be arranged and labeled in numerical sequence, according to volume types and should include power (volts, amps, dedicated line) and a diagram of the electrical cord outlet/plug configuration. The cover of the brochure should contain: vendor's name; address; telephone number and solicitation number.

NEW EQUIPMENT ONLY

All equipment delivered shall be completely new (never used or remanufactured). Completely new shall mean that the MFP devices are only manufactured with new materials. Equipment offered that is used, refurbished, reconditioned, recovered, factory rebuilt, newly remanufactured, factory produced new model, or contains previously used components in whole or part shall not be considered.

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FUNCTIONALITY/EASE OF USE ASSESSMENT

Minimum of 5 units provided at no cost to the county for pre-deployment for testing. Functionality and ease of use assessment on equipment to be conducted by Galveston County employees specifically in the information technology department but not limited to them solely.

Decision and acceptance of functionality and ease of use assessment will be that of information technology dept solely.

Failure to provide functionality or ease of use issues can eliminate vendor from selection and render this contract null and void.

DELIVERY, SET-UP, INSTALLATION AND REMOVAL

Equipment placements ordered from this contract shall be installed within 30 days after the receipt of delivery order. There will be no installation charges. There will be no charge for relocation of MFP's. There will be no removal charge. Prices quoted should include delivery, uncrating, assembly, placement, equipment setup, installation, MFP configuration, and customer operation training. Contractor shall provide a Universal Driver to support all MFP's, enabling all features present / enabled on all devices.

Contractor will be required to configure all MFP's to connect with Active Directory, Exchange Address book, and network with supplied settings from Galveston County Information Technology Department.

Contractor is responsible for discarding all shipping, crating and packaging material.

MAINTENANCE

The Contractor must guarantee adequate maintenance on all machines under this contract. Adequate maintenance includes periodic, preventive service and prompt repair of malfunctioning and non-functioning equipment. The Contractor shall provide full maintenance during the rental period. This shall include all parts, including drums or masters, or like transfer materials and safety retrofits, labor, service and preventive maintenance. The cost of the maintenance shall be included in the monthly base charge and cost per copy and are not shown separately. The Contractor shall appear at the equipment location to repair within four (4) hours of telephone call advising of equipment failure. Normal working hours are defined as 8:00 AM – 5:00 PM., Monday – Friday excluding County Holidays.

County requires the contractor to provide emergency response on weekends and Holidays. County will provide notice 24 hours in advance when the situation allows.

All Technicians supplied by Contractor will be required to undergo a background check and file necessary paperwork with Sheriff's Office prior to gaining access to Criminal Justice locations or networks.

SUPPLIES

The provision of operation supplies is also included in this contract at no additional cost to the County. Staples are included in operating supplies for all MFP's with a stapler/finisher. Paper is excluded. There will be no charge for shipping and handling of normal operating supplies. All supplies are required to be new **NOT** used, refurbished, reconditioned, recovered, factory rebuilt, newly remanufactured. The County will provide a location for vendor to stock limited supplies such as toner, and replacement parts. Contractor shall proactively monitor supplies and ensure that machines are fully stocked at all times. Galveston County IT will also have access to the toner supplies and have the ability to replace toner.

MACHINE PERFORMANCE

The MFP's shall be required to operate satisfactorily and produce acceptable copy quality at a 98% effectiveness level during any month during the rental period. The effectiveness level for a MFP shall be computed by dividing the total productive time by the sum of that time plus the machine failure downtime. The MFP failure rate shall not average more than two (2) malfunctions / breakdowns per month, requiring Contractor corrections. Machines which develop a trend of requiring an excessive number of service calls will be reviewed for compliance with this provision and could be replaced at the option of the County. Failure of the Contractor to respond with corrective action to comply with this provision may be cause for a finding of default. Service calls will be counted in this timeframe due to machine malfunction only, not operator error.

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DEFECTIVE EQUIPMENT

In the event the equipment installed proves to be defective to the extent that an unreasonable number of service calls are required, as determined by the County, after consultation with the Contractor, the Contractor shall promptly remove and replace the defective equipment without additional cost to the County.

TRAINING PROGRAM

The Contractor shall provide materials and instructional personnel for the training and / or retraining of users for the equipment. This shall be performed within five (5) days after installation and prior to actual operation. If retraining and / or additional training is needed, Contractor will be required to provide this at no charge for the life of the contract (within reason). Contractor shall schedule training session at the convenience of the County.

INVOICES

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

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

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

Vendor must accept purchase order numbers for specified supplies and equipment. Vendor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 12, Procurement Card Program. Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful vendor.

HARD DRIVES

Photocopiers, scanners, printers, and facsimile equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life at no additional cost to the County.

REPORTS/ENTERPRISE FLEET MANAGEMENT

The Contractor(s) shall provide reports monthly on all MFP's rented to the County under this contract. This report is a requirement of the Contractors responsibility. Reports shall include the following information for each machine. Model, Serial Number, beginning and ending meter reads for each reporting period. It is preferred that the report be submitted in print and electronically in an Excel format to the Information Technology department in a monthly status update. Reports are due no later than the fifteenth (15th) day of the month following the end of each reporting period without exception. Failure to provide the required report information in the above specified format may be considered a breach of contract.

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The Contractor(s) shall provide an application to allow for the management of print output, and track cost for each department. Application MUST provide for Active Directory integration so as to utilize single sign-on authentication.

Key Requirements:

- Fleet Management accessible by County IT Departmental staff.
- Track usage by Department and User
- Track activity such as scan, fax, and print activity based on user log-in
- Configure print limits with email notification
- Provide capability for the use of proximity card readers for authentication at MFP
- Ability to pre-configure redirection of print jobs by size with predetermined limits and workflows.

NETWORK PRINTING COST

Each MFP shall copy, print, and scan, all of which shall be included in price. Scan capability to be black & white and color. The cost of network printing/connectivity shall include all physical components necessary to enable the MFP to become networked. All cost associated with network support, service, and maintenance shall also be included.

SCANNING AND WORKFLOW AUTOMATION

The Contractor must provide an application that will allow for the capture and secure delivery of paper and electronic documents into business applications. Smartsend is the current application Galveston County is using to perform this task.

Application proposed must integrate with OnBase document management system and Right Fax currently used by the County.

Key Requirements:

- OCR Text Recognition
- Security / Encryption
- Route to OnBase, Rightfax Server, Email / Exchange Server
- Audit trail at user level
- Secure access control
- Active Directory Authentication
- Convert scanned images to Excel, Word, PDF, PDF /A
- Conversion of scanned images into common storage formats including TIFF and JPEG
- The ability to automatically release and store images (hard copies) into assigned electronic folders/ repositories.

SECTION 1 RFP – MFP FLEET MACHINE TYPES AND VOLUMES

Appendix A - Multifunction Machines listed by TYPE.

Description: Appendix A includes a list of existing Multifunction devices arranged by TYPE. It includes basic features and requirements the County is currently utilizing in its Fleet.

Appendix B – Multifunction Machines listed by Location and Type.

Description: Appendix B breaks down the MFP Fleet by location. Each location is then broken down by Department. It also contains average monthly volumes over a year's time period. TYPE category is also noted and can be used in conjunction with Appendix A to formulate your bid.

SECTION 2 RFP - PRINT CENTER

Appendix C – Print Center / Wide Format Scanning

Description: Appendix C includes a list of existing Print shop equipment currently in use. It also includes Wide format scanners used by County Clerk's office.

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Print Center Requirements

This specification covers the requirements necessary for the Contractor to supply, deliver, install, test, and maintain Production Black & White, Color Printing, and Wide Format scanning for Galveston County.

All machines must be network capable.

Galveston County requires Contractor to provide training material, advanced training and phone support for Print Shop personnel for the duration of the contract.

Contractor must insure that all Production equipment is the most current production models and are new (not refurbished, reconditioned, or previously used).

Pre-Press / Job Submission requirements:

- Total Print Control, Input to Completion
- Automated Job Ticketing
- Accept Job files in any format
- Advanced Editing Make-Ready Capabilities; Imposition, Adding Sheets, Adding or Deleting Chapters, Edit objects, Place images in Position, Apply Raster Edits to Correct Images (deskew, despecle, bolden), use brush and pencil tools, draw colors – to include scanner & workstation for processing
- Preview layouts, add headers, insert pages, and tabs
- Preview thumbnail images – Online Proofing for Print Manager and Customers
- Print Queue Control
- Quote sheet generation to allow for charge back
- Job proofing with ability to send to customers as PDF
- Ability to output jobs to any production print device on the network
- Chart Job Progress, Visualize and Streamline workflow
- Ability to divide jobs for Color or B&W

Black & White Production requirements:

- Convert Xerox RDO files (proprietary) or assist in the rebuild of frequently used RDO files in a non-proprietary format.
- Four paper trays standard
- Carbonless Print
- Ability to provide Z fold and C fold
- Job Scheduling – schedule jobs up to 8 hours in advance
- One pass duplex
- Feeders to accept 50-300 GSM from each paper source
- DADF must hold 300 originals
- Finisher
 - Must staple minimum of 50 sheets
 - Provide for saddle stitch
 - 2/3 hole punch

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- Scan to file, usb, email, DocBox
- 100 CPM speed for reproduction
- Main paper trays MUST be vacuum fed, not friction fed

Color Production Requirements:

- Duplex Single Pass Document Feeder - 300 originals – 120 images per minute
- Four paper drawers standard
 - 52 -216 GSM minimum
- Bypass Tray
 - 52 – 300 GSM
- Paper deck
 - 3500 sheet capacity
 - 14lb bond
 - 110lb cover
- Booklet Finisher
 - 2/3 hole punch
- 10.4 SVGA full color control panel with tilt
- Minimum 60 ppm color
- Minimum 65 ppm black & white
- Data Erase Kit
- External Controller
 - Minimum 1GB RAM
 - 80 GB hard disk
 - Adobe PS3
 - Language support – PCL5C, PCL6

Wide Format MFP (2)

Currently the County has (2) Wide Format Scanners and (2) Wide Format Printers. The County would like the proposer to bid a Multifunction Device that will perform both Wide Format Scanning and Printing to meet the needs of the County. Wide Format MFPs are required and should meet the following characteristics:

- Type: Monochrome Laser
- Speed: 6 “D” Size per minute
- Paper (Rolls): 2 Rolls
- Copy/Scan Interface: Full Color Touch screen
- Enforceable Accounting: Standard
- Cost Accounting Reporting: Standard
- Auto Image De-skew: Standard
- Cloud Copy/Print Functionality: Standard
- Color Copy to 3rd Party Device: Standard
- Text / Image Stamps: Standard
- Touch Screen Printing (USB): Standard
- Window 7 Certified Print Driver: Standard
- AutoCad 2011 Driver: Standard

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- Scan Resolution: 600 dpi
- Scan Formats Mono: PDF, TIFF, DWF, Multipage TIFF, PDF, & DWFCALS, CIT, TLC
- Scan Formats Color: TIFF, BMP, EPS, GIF, HP RTL, IFF, JPEG, JPEG 2000, PCX, PDF, PDF/A
- Set Scan Destinations: Unlimited to USB, SMB, FTP, Mailbox
- Scan to Cloud: Standard
- Scan to Email: Standard
- Zero Waste Toner System: Standard – No Waste Toner Receptacle

All machines must be network capable.

Appendix A

Features	Type I	Type II	Type III	Type IV	Type V	
Existing Models:	Xerox WC 5030 / WCP 232	Xerox WCP245	Xerox WC 4150	Xerox WC 7345	Xerox WCP 265 / 275	
Type:	Monochrome (Black)	Monochrome (Black)	Monochrome (Black)	Color MFP	Black & White	
Print Speed: (page per minute)	20 to 32 ppm	32 to 45 ppm	32 to 45 ppm	45 ppm black, 35 ppm color	65 ppm to 75 ppm	
Monthly Duty Cycle:	up to 125,000 images / month	up to 175,000 images / month	50-sheet Duplex Automatic Document Feeder (DADF) Up to 55 ppm (images per minute)	Up to 130,000 images/month	250,000 to 300,000 images / month	
Document handler:	Duplex Automatic Document Feeder (75 Sheets)	75-sheet Duplex Automatic Document Handler (DADH) Up to 55 ppm (images per minute)	50-sheet Duplex Automatic Document Feeder	75-sheet Duplex Automatic Document Feeder	75-sheet Duplex Automatic Document Feeder	
Full Duplex:	Yes	Yes (1-1, 1-2, 2-2, 2-1)	Yes	Yes	Yes	
Functionality:	Printing, Faxing, Copy, Emailing, and Intelligent Scanning & Workflow Automation (SmartSend, NSI Autostore ect...)	Printing, Faxing, Copy, Emailing, and Intelligent Scanning & Workflow Automation (SmartSend, NSI Autostore ect...)	Printing, Faxing, Copy, Emailing, and Intelligent Scanning & Workflow Automation (SmartSend, NSI Autostore ect...)	Printing, Faxing, Copy, Emailing, and Intelligent Scanning & Workflow Automation (SmartSend, NSI Autostore ect...)	Printing, Faxing, Copy, Emailing, and Intelligent Scanning & Workflow Automation (SmartSend, NSI Autostore ect...)	
Scanning:	Must integrate with proposed Intelligent Scanning & Workflow Automation solution directly from the MFP Keypad	Must integrate with proposed Intelligent Scanning & Workflow Automation solution directly from the MFP Keypad	Must integrate with proposed Intelligent Scanning & Workflow Automation solution directly from the MFP Keypad	Must integrate with proposed Intelligent Scanning & Workflow Automation solution directly from the MFP Keypad	Must integrate with proposed Intelligent Scanning & Workflow Automation solution directly from the MFP Keypad	
Copy Resolution:	Minimum of 600 x 600 x 8 bit input	Minimum of 600 x 600 x 8 bit input	Minimum of 600 x 600 x 8 bit input	Minimum 600 x 600 dpi	600 x 600 dpi x 8 bit input / 4800 x 1200 dpi interpolated output	
Multiple Copies:	1 to 999	1 to 999	1 to 999	1 to 999	1 to 999	
Copy Features:	Multi up Invert image covers, Annotation and Bates stamping Build job, Inserts and Tab copying, Sample set and job storage, Heavy-Weight Paper	Multi up Invert image covers, Annotation and Bates stamping Build job, Inserts and Tab copying, Sample set and job storage, Heavy-Weight Paper	Automatic two-sided; Collation, Reduce/Enlarge, Book Copying, Mixed-Size Originals, Edge Erase, ID Booklet Creation, Covers, Transparency Separators, Multi-Up, ID Card Copy	Zint Copying, Auto reduction/enlargement, Booklet creation, Color touch screen interface, Edge erase, ID Card Copy, Image rotation, Image shift, Mirrored Repeat Image, Scan once - print many, Stored job settings	Automatic 2-sided/duplex/Auto reduction and enlargement/Auto paper select/Auto tray switching/image quality enhancements/Transparencys/Booklet creation/Multi-up/invert image/Covers/Annotation and Bates™ stamping/Build job/inserts and tab copying/Sample set and job storage/Heavy-weight paper	
Print Processor	1.4GHz AMD Athlon or better	1.4GHz AMD Athlon or better	400 MHz	667 MHz	1.1 GHz AMD Athlon dedicated	
Network Interface:	Ethernet 10/100 Base-T, IEEE802.5 (Token ring) [via adapter]; wireless ethernet (IEEE802.11a/b/g) [via third party adapter]	Ethernet 10/100 Base-T, IEEE802.5 (Token ring) [via adapter]; wireless ethernet (IEEE802.11a/b/g) [via third party adapter]	10/100/1000 Base-T, USB 1.1, 2.0, USB Host	Ethernet 10/100 Base-T, IEEE802.5 (Token ring) [via adapter]; wireless ethernet (IEEE802.11a/b/g) [via third party adapter]	Ethernet 10/100 Base-T, IEEE802.5 (Token ring) [via adapter]; wireless ethernet (IEEE802.11a/b/g) [via third party adapter]	
Language support:	PDF	PDF	PDF	PDF	PDF	
Print Resolution:	600 x 600 dpi or greater	600 x 600 dpi or greater	601 x 600 dpi or greater	1200 x 1200 dpi	Up to 1200 x 1200 interpolated dpi	
Print Features:	Delay-, sample-, secure-, and store print; simultaneous rip, receive, program-ahead, queue processing and transmit; bi-directional print drivers; exception page programming; tab printing; embedded web server for remote control/monitor/setup; job monitoring at device and at desktop	Delay-, sample-, secure-, and store print; simultaneous rip, receive, program-ahead, queue processing and transmit; bi-directional print drivers; exception page programming; tab printing; embedded web server for remote control/monitor/setup; job monitoring at device and at desktop	Automatic two-sided, Watermark, Secure print, Delayed print, Sample set, Cover selection, Paper selection by attribute, Toner saver, N-Up, Mirror image, Negative image, Image rotation, Saved settings; Booklet creation, Fit to new paper size, Collation	Print Calibration, Secure print, Delay print (specific time), Sample set, Booklet creation, Cover selection, Paper selection by attribute, N-up, Saddle-stitch booklet making (requires Professional Finisher/Phole Punch) (requires Professional Finisher or Advanced Office Finisher), Booklet Fold / V Folding (requires Professional Finisher), Watermark, Fit to new paper size, Transparency Separators, Banner sheet enable/disable, Output tray selection, Image quality: High Speed (600 x 600 x 3), High Quality (600 x 600 x 8), High Resolution (1200 x 1200 x 3); Draft mode, Store and recall driver settings: Reduce/Enlarge; Mirror Image; Margins; Bi-Directional	Delay-, sample-, secure-, and store print; simultaneous rip, receive, program-ahead, queue processing and transmit; bi-directional print drivers; exception page programming; tab printing; embedded web server for remote control/monitor/setup; job monitoring at device and at desktop	
FAX:	Must integrate with Galveston County RightFax Server Directly from MFP Key Pad	Must integrate with Galveston County RightFax Server Directly from MFP Key Pad	Must integrate with Galveston County RightFax Server Directly from MFP Key Pad	Must integrate with Galveston County RightFax Server Directly from MFP Key Pad	Must integrate with Galveston County RightFax Server Directly from MFP Key Pad	
Input Paper Capacity	100-sheet Bypass Tray; Two 550-sheet user-adjustable front loading Paper Trays; Optional 3,600-sheet High Capacity Paper Trays (1,600- and 2,000-sheet drawers); Total up to 4,800 sheets (All machines require 4 paper trays)	100-sheet Bypass Tray; Two 550-sheet user-adjustable front loading Paper Trays; Optional 3,600-sheet High Capacity Paper Trays (1,600- and 2,000-sheet drawers); Total up to 4,800 sheets (All machines require 4 paper trays)	Bypass Tray, 100 sheets; Tray 1, 2, 3, 4: 500 sheets each; Duplex Automatic Document Feeder: 50 sheets; (4) Machines require (4) paper trays each	Duplex Automatic Document Feeder Capacity 75 sheets (based on 80 gsm paper); Bypass Tray, 100 sheets compactly; Input Tray Options - Three Tray Option (Tray One and Two plus Two Tray Module) (All machines require 4 paper trays)	100-sheet Bypass Tray; Two 550-sheet user-adjustable front loading Paper Trays; 3,600-sheet High Capacity Paper Trays (1,600- and 2,000-sheet drawers); Total up to 4,800 sheets (All machines require 4 paper trays)	
Non Standard Paper Size	Stapling	Stapling	Stapling	Stapling	Stapling	
Finishing Options:	3-hole punch (Requirement of 10 machines)	N/A	N/A	N/A	N/A	
Avg Monthly Volume across existing machines Min / Max	4,338 / 15,000	9,511 / 17,000	1,972 / 6,000	3,003 / 6,000	17,790 / 28,000	
Total Type Requested	55	9	11	13	16	

Appendix B

Locations	Address	Departments	Floor	Current Model	AVG Monthly Volume	Type I	Type II	Type III	Type IV	Type V	
Justice Center	600 59th Street Galveston	10th District Court	3rd	WC 5030	1,981	1					
		122nd District Court	3rd	WC 5030	2,448	1					
		212th District Court	4th	WC 5030	4,170	1					
		306th District Court	3rd	WC 5030	5,727	1					
		405th District Court	4th	WC 5030	2,386	1					
		56th District Court	4th	WC 5030	3,289	1					
		Child Protective- JC Judges Office	1st	WCP 232	2,818	1					
		County Clerk	2nd	WCP 232	8,333	1					
		County Clerk	2nd	WCP 265	14,510						
		County Clerk	1st	WCP 245	5,680		1				
		County Clerk 2nd fl	2nd	WCP 232	8,364	1					
		County Clerk - Elections	3rd	WC 5030		1					
		County Clerk- Land and Property	1st	WC 4150				1			
		County Court #1	2nd	WC 5030	3,806	1					
		County Court #2	2nd	WC 5030	5,435	1					
		County Court #3	2nd	WC 5030	4,098	1					
		District Attorney- Misd	1st	WCP 232	21,591	1					
District Attorney	1st	WCP 265	14,041						1		
District Attorney - Criminal	1st	WCP 265	27,574						1		
District Attorney - Grand Jury	1st	WC 7345	12,922					1			
District Attorney - Discovery	1st	WC 4250						1			
District Attorney - Victim Assistance	1st	WC 4150	5,279					1			

Locations	Address	Departments	Floor	Current Model	AVG Monthly Volume	Type I	Type II	Type III	Type IV	Type V		
Justice Center continued		District Attorney - Appellate	1st	WC 7345					1			
		District Clerk	4th	WC 4150	3,369			1				
		District Clerk	4th	WC 4150	2,003			1				
		District Clerk - Civil	3rd	WCP 265	20,100					1		
		District Clerk - Civil	3rd	WCP 275	24,975					1		
		District Clerk - Family	1st	WCP 245	12,369			1				
		District Clerk - Family	1st	WCP 275	23,555					1		
		Justice Admin	4th	WC 5030	3,017	1						
		Law Libraray	1st	WC 5030	8,607	1						
		Pre-Trial Hall-way	1st	WCP 232	7,480	1						
		Probate Court	2nd	WC 5030	3,261	1						
		Location Totals:	32				18	2	5	2	5	
		Court House	722 Moody	Auditor	4th	WCP 265	12,270					1
				Auditor RM#350	4th	WCP 275	18,880					1
				CDBG		WC 5030	6,889	1				
Comm Pct #1 Dole	1st			WC 4150	1,295			1				
Community Svs.	5th			WC 5030	3,953	1						
County Judge	2nd			WC 7345	3,000				1			
Engineering	1st			WC 7345	6,897				1			
HR	3rd			WC 7345	5031b/2717c				1			
IT Admin	2nd			WC 7345	1920b/2447c				1			
IT Infrastructure	2nd			WC 5030			1					
Legal Dept.	5th			WCP 245	11,892			1				
Maintenance	6th			WC 5030	6,513	1						
Professional Svc	3rd			WCP 7345	18,734					1		
Purchasing	5th			WCP 265	8,759					1		
Tax Office	2nd			WCP 232	6,444	1						
Tax Office	2nd	WCP 265	17,870					1				
Tax Office - Motor Vehicles	1st	WCP 245	12,000			1						

Location	Address	Departments	Floor	Current Model	AVG Monthly Volume	Type I	Type II	Type III	Type IV	Type V
		Treasurer	4th	WCP 265	13,561					
Location Totals:	18					5	2	1	5	5
Law Enforcement BLDG	601 54th Street	SO Admin - Jen Olvera	1st	WCP 232	4,890	1				
		SO Admin - Linda Cone	2nd	WC 5030	1,721	1				
		SO CID	2nd	WCP 232	6,082	1				
		SO Mental Health	1st	WC 5030	1,450	1				
		SO Patrol	1st	WC 5030	4,663	1				
		SO Warrants	1st	WC 4150	1,360			1		
		SO Warrants - Buffy	1st	WCP 232	2,926	1				
		SO-ID	1st	WC 7345	2558b/1849c				1	
		SO-Training	1st	WC 7345	2410b/1002c				1	
Location Totals:	9					6	0	1	2	0
SO - Jail		SO-Admin - R.Paulk	1st	WCP 232	5,808	1				
		SO-Admin S-Jail	1st	WCP 245	5,238		1			
		SO-Booking	1st	WCP 265	19,902					1
		SO-Classification	1st	WCP 245	13,906		1			
		SO Jail - Courtroom	1st	WC 4150	1,691			1		
		SO Law Library	1st	WC 5030	6,646	1				
Location Totals:	6					2	2	1	0	1
Moody Plaza	123 Rosenberg	Adult Probation	4th	WC 5030	6,550	1				
		Adult Probation	4th	WCP 265	7,991					1
		Museum District	4th	WC 7345	743				1	
		Social Service - Moody	4th	WCP 232		1				
Location Totals:	5	Community Svs	5th	WC 5030	1,850	1				
						3	0	0	1	1

Location	Address	Departments	Floor	Current Model	AVG Monthly Volume	Type I	Type II	Type III	Type IV	Type V
Parks (Carbide Park)	4102 FM 519 Lamarque, Texas	Agricultural Extension Svc	1st	WC 7345	13774b/24558c				1	
		Parks - Lamarque	1st	WCP 232	5,718	1				
		Senior Center	1st	WCP 265	6,974					1
Location Totals:	3					1	0	0	1	1
Sam Popovitch Annex										
		Constable Pct # 1	1st	WC 5030	459	1				
		Constable Pct # 2	1st	WC 5030	750	1				
		J.P. Pct # 1	1st	WC 5030	1,454	1				
		J.P. Pct # 2	1st	WC 5030	1,777	1				
Location Totals:	4					4	0	0	0	0
Mid County Annex	9850 Emmett F. Lowry Expressway Texas City, TX									
		Comm Pct #3	1st	WC 5030	3,215	1				
		Veterans Dept.	1st	WC 4150	3,632			1		
Location Totals:	2					1	0	1	0	0
Texas City Annex	2516 Texas Ave Texas City, TX									
		J.P. Pct # 5	1st	WC 5030	8,851	1				
		J.P. Pct # 5	1st	WC 5030	3,967	1				
		Social Services	1st	WC 5030	4,136	1				
		Adult Probation	1st	WC 5030	4,000	1				
		Tax Office	1st	WC 5030	4,758	1				
Location Totals:	5					5	0	0	0	0
League City Annex	174 Calder Road League City, TX									
		Comm Pct # 4 Clark	1st	WC 5030	2,280	1				
		J.P. Pct #8	1st	WCP 245	8,297				1	
		District Clerk	1st	WC 5030	4,238	1				

Location	Address	Departments	Floor	Current Model	AVG Monthly Volume	Type I	Type II	Type III	Type IV	Type V
League City Annex		Tax Office	1st	WCP 245	8,636		1			
Location Totals:	4					2	2	0	0	0
Juvenile Justice Center	6101 Attwater Texas City, TX	Juvenile Justice Leda	1st	WCP 275	25,659					1
		Juvenile Justice - Trailer	1st	WCP 232	4,213	1				
		Juvenile Justice - Intake	1st	WCP 265	15,253					1
Location Totals:	3					1	0	0	0	2
West County Annex	11730 HWY 6 Santa Fe, TX	J.P. Pct #4 Santa Fe	1st	WCP 245	4,364		1			
		Tax Office Santa Fe	1st	WC 5030	4,862	1				
Location Totals:	2					1	1	0	0	0
Emergency Management Facility	1353 FM 646 Dickinson, TX	E.M.O.	2nd	WCP 265	5,872					1
		E.M.O.	2nd	WC 7345	1,878				1	
Location Totals:	2					0	0	0	1	1
Baycliff Annex	4500 10th St Bacliff, TX	Constable Pct # 7	1st	WC 5030	3,267	1				
		J.P. Pct # 7	1st	WC 5030	4,627	1				
Location Totals:	2					2	0	0	0	0
Road & Bridge	5115 HWY 3	Mosquito Control	1st	WC 5030	2,223	1				
		Road & Bridge	1st	WC 7345	5,730				1	
Location Totals:	2					1	0	0	1	0
Lamarque Annex	203 Vauthier	Constable Pct # 3	1st	WC 4150	1,855				1	
		J.P. Pct # 3	1st	WC 5030	5,899	1				
Location Totals:	2					1	0	1	0	0

Location	Address	Departments	Floor	Current Model	AVG Monthly Volume	Type I	Type II	Type III	Type IV	Type V
Bolivar / Crystal Beach Annex	946 Nobel Carl Rd Crystal Beach, TX	J.P. Pct # 6	1st	WC 5030	4,910	1				
		SO Bolivar Sub Station	2nd	WC 4150	599			1		
Location Totals:						1	0	1	0	0
MFP Totals:	104				Total By Type	55	9	11	13	16

Appendix C - Print Center

Locations	Address	Departments	Floor	Current Model	AVG Monthly Volume	PPM	Requirements / Details
Court House	722 Moody Galveston, TX	Information Technology	2nd	Nuvera 120 EA	122,400	120	Carbonless print, Z fold and C fold, One pass duplex, 50-250 GSM from each paper source, Finisher must staple 50 page minimum, Saddle stitch and 2/3 hole punch, Scan to file - USB - Email, document feeder must have document scan capability (DADF). Main paper trays be air feed assisted, not friction fed solely.
				DC 252	3,974b/ 22306c	60	Duplexing Single Pass Document feeder - 100-120 per minute, Booklet and 2/3 hole punch finisher, 10.4 SVGA full color control panel with tilt, Minimum 60 ppm color and 65 ppm black and white
				Wide Format Printer 510	N/A	N/A	See requirements listed in RFP Doc
				Freeflow Scanner 665	N/A	N/A	See requirements listed in RFP Doc
				Wide Format Scanner			See requirements listed in RFP Doc
Locations	Address	Departments	Floor	Current Model	AVG Monthly Volume	PPM	Requirements / Details
Justice Center	600 59th Street Galveston, TX	County Clerk	2nd	UNIVScan Wide Format Scanner	N/A	N/A	See requirements listed in RFP Doc
		County Clerk	2nd	Wide Format Printer 510	N/A	N/A	See requirements listed in RFP Doc
		Print Center - Justice	1st	WC 3545	3,414	45b/35c	See requirements listed in RFP Doc

Proposed Fleet Model Comparison (Appendix A - Responses)

Features	Type I	Type II	Type III	Type IV	Type V
Existing Models:	Xerox WC 5030 / WCP 232	Xerox WCP245	Xerox WC 4150	Xerox WC 7345	Xerox WCP 265 / 275
Proposed Model:					
Type:	Monochrome (Black)	Monochrome (Black)	Monochrome (Black)	Color MFP	Black & White
Print Speed: (page per minute)					
Monthly Duty Cycle:					
Document handler:					
Full Duplex:					
Functionality:					
Scanning:					
Copy Resolution:					
Multiple Copies					
Copy Features:					
Print Processor					
Network Interface:					
Language Support:					
Print Resolution:					
Print Features:					
FAX:					
Input Paper Capacity					
Costs:	Base \$ _____	Base \$ _____	Base \$ _____	Base \$ _____	Base \$ _____
Overages costs:	Black & White \$ _____	Black & White \$ _____	Black & White \$ _____	Color \$ _____ Black & White \$ _____	Black & White \$ _____
Optional Accessories					
a) Additional paper trays:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
b) Stapling:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
c) 3 hole punch:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**ENTERPRISE FLEET COPIER MANAGEMENT
& IMPLEMENTATION SERVICES
GALVESTON COUNTY, TEXAS**

PROPOSAL FORM

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 eight (8) copies of submittal | _____ |
| 4. Proposal Form | _____ |
| 5. Vendor Qualification packet | _____ |
| 6. 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: _____

**ENTERPRISE FLEET COPIER MANAGEMENT
& IMPLEMENTATION SERVICES
GALVESTON COUNTY, TEXAS**

PROPOSAL FORM

References:

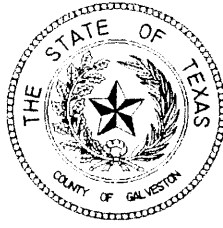
Please submit at least three (3) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the food related services provided.

- 1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

- 2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

- 3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
Description _____

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County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

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

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

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

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Worker's Compensation Insurance:

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

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

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

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

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

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

Procurement Policy - Special Note:

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

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

Questions/Concerns:

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

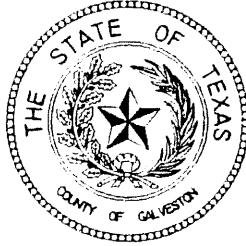
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

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

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

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



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

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

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

1.

Business Name:			
Attention Line:			

2.

Physical Address:			
City:	State:	Zip+4:	

3.

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

4.

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

Areas below are for County use only.

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-			-		

Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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.

Privacy Act Notice

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date