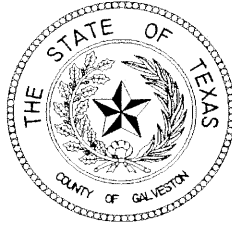


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL:

**RFP #B122033
AUTOMOTIVE PARTS & SUPPLIES**

**PROPOSAL DUE DATE: SEPTEMBER 27, 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 #B122033

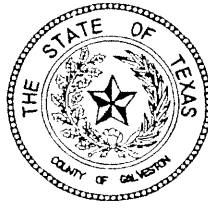
AUTOMOTIVE PARTS & SUPPLIES

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RFP#: B122033
OPEN: 09/27/2012
TIME: 2:00PM

REQUEST FOR PROPOSAL
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of five (5), one (1) original and four (4) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **09/27/2012** 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 **2:00 PM** on the date specified will be returned unopened.

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

RFP #: B122033
AUTOMOTIVE PARTS AND SUPPLIES

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

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
Galveston County
Purchasing Agent

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in sets of five (5), one original and four (4) copies on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

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

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

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

Rufus G. Crowder, CPPO, CPPB, Purchasing Agent
722 Moody
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.

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

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.

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

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

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.

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.

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
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Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

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

16. SIGNATURE OF PROPOSALS

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

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

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

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

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

**GENERAL PROVISIONS
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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.

**GENERAL PROVISIONS
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19. PUBLIC INFORMATION ACT

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

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.

GENERAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

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

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

23. TERMINATION FOR CONVENIENCE

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

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.

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
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29. SINGLE PROPOSAL RESPONSE

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

30. REJECTION/DISQUALIFICATION OF PROPOSALS

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

- 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.

**GENERAL PROVISIONS
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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.

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

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

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>.

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).

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

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

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

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

42. SOVEREIGN IMMUNITY

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

43. MERGERS, ACQUISITIONS

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

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

**GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

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. 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.

GENERAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

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:

- 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.

GENERAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

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.

50. 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, CPPO, 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

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor or vendors to provide new, unsued, top-of-the-line, repair parts, supplies, and accessories as specified in the Request for Proposal.

*PROPOSAL MUST COMPLY WITH ALL FEDERAL, STATE, COUNTY, AND LOCAL LAWS CONCERNING THESE TYPES OF AUTOMOTIVE PARTS AND SUPPLIES.

*DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

DESCRIPTIONS:

Any reference to model and/or make/maker used in proposal specifications is descriptive, not restrictive. It is used to indicate the type and quality desired.

ALL ITEMS PROPOSED SHALL BE FIRST LINE QUALITY, TOP-OF-THE-LINE, NEW AND OF CURRENT STOCK, EQUAL TO OR BETTER THAN ORIGINAL EQUIPMENT (OEM) AND MEETING ALL RESPECTIVE SPECIFICATIONS, AND UNLESS OTHERWISE SPECIFIED, IN FIRST-CLASS CONDITION. NO SECOND LINE PRODUCTS WILL BE ACCEPTED.

It shall be understood that Galveston County personnel will at times come to vendors location to purchase parts and supplies. Every effort will be taken to expedite their orders. A purchase order MUST accompany the request for materials at the time of receipt.

It shall be understood that full credit will be given by the vendor for all items purchased that have been returned in good, unused condition.

Vendor must provide return policy on all items with their proposal.

This proposal package references three (3) areas for pick up and/or delivery. Port Bolivar Peninsula, Galveston Island, and Mainland areas. Any vendor may propose on any area; however, the areas may be awarded seperately.

Attached are lists of vehicles and equipment (Attachment B) that each proposal will cover. These lists are examples supplied solely for proposal purposes only. These are examples of the types of equipment for which the County may need parts and supplies on an annual basis.

Vendor shall set up pricing on vendor's computers, so that when the County's account is brought up, the proposal prices will automatically be priced accordingly.

PRICING:

PROPOSAL PRICING MUST BE EXPRESSED BY MANUFACTURER AND PERCENT OFF THE NOTED MANUFACTURER'S CURRENT BLUE SHEET JOBBER'S PUBLISHED PRICE SHEETS. EACH PROPOSER MUST INCLUDE COPIES OF THESE LIST(S) WITH THEIR RESPECTIVE BIDS. FOR ID CLARIFICATION AND EVALUATION PURPOSES, ALL PROPOSERS MUST COMPLETE ATTACHMENT A AND SUBMIT WITH THEIR BID PROPOSAL. IN INSTANCES WHERE PRICING IS MADE AVAILABLE BY OTHER MEANS (I.E., C.D. BASED IN FORD MOTOR COMPANY PRICE LIST FPS 3642), PROPOSER IS TO SUBMIT PRICING WITH A MARK-UP FROM THE DEALER PRICE COLUMN. (SEE ATTACHMENT E FOR PRICING EXAMPLE)

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

**SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

PURCHASE ORDERS:

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

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

- a. Name and address of successful proposer
- b. Name and address of receiving department and/or delivery location
- c. Galveston County Purchase Order number
- d. Descriptive information as to the items delivered, quantity, number or containers, etc.

INVOICES:

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

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

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

Vendor must accept purchase order numbers for specified parts and supplies. Vendor shall not perform any work or release any supplies and/or parts 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.

Automotive parts supplied under this contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful proposer within one (1) week after notification, the item will become a donation to the County for disposition.

DELIVERY:

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

DELIVERY TIME:

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

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

NON STOCKED ITEMS:

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

All proposers must include the following with their submittals:

SIGNED CONTRACTS:

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

VENDOR QUALIFICATION PACKET:

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

PROOF OF INSURANCE:

(See page 9, General Provision, Item 37, Proof of Insurance)

CONFLICT OF INTEREST QUESTIONNAIRE:

(See page 10, General Provisions, Item 39, Conflict of Interest Disclosure Reporting)

AWARD CRITERIA:

The selection process will be based on the responses to this Request for Proposal and any interviews required to verify the ability of proposer to provide services.

COST - 50%

The proposer shall provide pricing information relative to providing the services & supplies outlined herein on Attachment A, Bid Sheet.

LOCATION(S) – 30%

The proposer shall specify addresses, contact information and hours of operation for every business location within Galveston County.

CORPORATE EXPERIENCE-10%

The proposer shall provide information describing the corporate make-up of the company.

COMPLETENESS – 10%

ATTACHMENTS A, C AND D

All proposers must complete Attachments A, C and D that are attached to this RFP.

The proposer shall be rated as to the completeness of submitted proposal regarding meeting all conditions as outlined herein. Attachment A, Bid Sheet, Attachment C, Property Taxes Statement, and Attachment D, Non-Collusion Statement, should be filled out and returned with proposal submittal.

The County reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references and interviews with past Contractors, employees, and creditors. Unfavorable responses to these investigations may be considered grounds for rejection of proposal.

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

TERM:

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

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

A price re-determination may be considered by Galveston County only at the anniversary date of the contract and shall be substantiated in writing (i.e. Manufacturer's direct cost, postage rates, Railroad Commission Rates, etc.). The proposer's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest proposal, Galveston County reserves the right to accept or reject any and all of the price re-determinations as it deems to be in the best interest of the County.

Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the contract shall remain in full force and effect with the only change being in the contract term.

EXCEPTION/SUBSTITUTIONS:

All proposers meeting in the intent of the Request for Proposal will be considered for award. Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by the attachment as part of the proposal. The absence of responsible material evidencing vendors ability to perform in strict accordance with specifications of the invitation, may result in disqualification.

In the event any legal action is undertaken by County to collect the percentage of gross receipts for any part thereof due under this agreement, the service provider shall pay the County in addition to any recovery, reasonable attorney's fees as expenses of such legal action, plus the Court costs of such legal action.

ADDENDA:

Any interpretations, corrections or changes in this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Galveston County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

WARRANTY:

Successful proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES:

The successful proposer and Galveston County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE:

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Galveston County, Texas.

SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS

ASSIGNMENT:

The successful proposer shall not sell, assign, transfer or convey this contract, in whole or part, without prior written or verbal consent of the Galveston County of Purchasing Agent.

SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications as to any detail or to the apparent omission from it or a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

All items must be proposed, or the proposal may be considered non responsive.

This proposal will be awarded by areas. Mainland, Galveston Island, Bolivar or all areas.

Galveston County has tried to take a sample of each type of auto parts and supplies required by the County. The proposer should understand that there may be more parts and supplies that the proposer will be asked to produce during the term of the contract. Prices should be in comparison with the types of items previously proposed.

Anticipated volumes are an estimate of yearly amounts that Galveston County expects to order however, the County expects to order however, the County does not guarantee any minimum amounts, and will pay only for items actually ordered and delivered.

If proposer does not wish to propose at this time, but wishes to remain on the bid list for this commodity, please submit a "NO BID" by the same time and at the same location as stated for bidding.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

PROPOSAL CONTENTS:

This proposal consists of the Request for Proposals, Proposal, Provisions, Specifications, Attachments, Contract, and other terms and conditions as are attached or incorporated by reference in the schedule of the Request for Proposals.

The remainder of this page intentionally left blank

**SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
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 four (4) copies of submittal | _____ |
| 4. Attachment A, C and D | _____ |
| 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: _____

**SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
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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**SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

ATTACHMENT C – “PROPERTY TAXES STATEMENT”

**FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING
AGENT DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE”**

The County of Galveston will not do business with any person or business that owes delinquent property taxes to the County of Galveston.

Please indicate whether you owe delinquent property taxes to the County.

_____ I do not owe Galveston County property taxes that are delinquent.

_____ I owe Galveston County taxes that are delinquent on property located at:

Proposer’s Printed or Typed Name

Proposer’s Signature

Date

**SPECIAL PROVISIONS
AUTOMOTIVE PARTS AND SUPPLIES
GALVESTON COUNTY, TEXAS**

ATTACHMENT D – “NON-COLLUSION STATEMENT”

**FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING
AGENT DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE”**

The Undersigned affirms that they are duly authorized to execute this contract, that the company, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal has not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor _____

Address _____

Phone _____ Fax _____

Proposer Signature _____

Proposer printed name _____

Title _____

Signature of Company Official Authorizing Proposal _____

Printed name of Company Official Authorizing Proposal _____

Title _____

Pricing: Proposer must complete the open boxes to the right of the Description column. Pricing is to be written or typed in ink as a plus or minus (+, -) percentage where indicated, to the specified price list column. For example; -25% indicates a 25% discount, whereas +25% indicates a 25% premium or adder. **Brand names specified are for bidding purposes only. Proposer is to submit pricing for new, top-of-the-line automotive parts, supplies, and accessories. All delivery and freight charges are to be included in bid prices.**

In the case of a discrepancy between unit and extended pricing, **the unit price will govern.** Galveston County reserves the right to award by item, groups, overall, or whatever combination of items is most advantageous to user departments. Quantities are estimates as per anticipated usage and forecasts and are used for bidding purposes only. **No minimums or maximums are guaranteed. Any exceptions to these proposal conditions (quantity price breaks, etc.) should be listed on a separate sheet of paper and submitted with proposal.**

Item #	Description	Brand Bid	UM	QTY./\$ @	Discount Off		Ext. Price	Discount Off	Ext. Price
					Jobber	Jobber List			
			\$		Main. & Island Loc.			Bolivar Loc.	
1	Air Compressors (Large Truck):		\$	2,000.00			2,000.00		2,000.00
2	Air Brake Chambers & Slack Adjusters		\$	2,000.00			2,000.00		2,000.00
3	Alternators-New:		\$	800.00			800.00		800.00
4	Alternators Rebuilt		\$	800.00			800.00		800.00
5	Batteries:		\$	1,000.00			1,000.00		1,000.00
6	Bearings: BCA		\$	2,000.00			2,000.00		2,000.00
7	Belts: Gates Green Stripe, Dayco		\$	2,000.00			2,000.00		2,000.00
8	Brake Shoes & Pads: Wagner, Bendix		\$	3,000.00			3,000.00		3,000.00
9	Brake Hardware: Wagner, Bendix		\$	1,000.00			1,000.00		1,000.00
10	Chassis Parts: Moog, TRW		\$	3,000.00			3,000.00		3,000.00
11	Chemicals: Berryman		\$	200.00			200.00		200.00
12	Chemicals: CRC		\$	500.00			500.00		500.00
13	Electrical Connectors		\$	300.00			300.00		300.00
14	Cooling System Parts: Stant		\$	600.00			600.00		600.00
15	Engine Mgmt.-Rotors, Points, PCV Valves		\$	2,000.00			2,000.00		2,000.00
16	Exhaust Parts: Walker		\$	1,000.00			1,000.00		1,000.00
17	Filters: Wix, Fram, Motorcraft		\$	10,000.00			10,000.00		10,000.00
18	Fuel Pumps-Diesel-New:		\$	2,000.00			2,000.00		2,000.00
19	Fuel Pumps-Diesel-Rebuilt:		\$	2,000.00			2,000.00		2,000.00
20	Fuel Pumps-Gas-New: Carter, Airtex		\$	3,000.00			3,000.00		3,000.00
21	Fuel Pumps-Gas-Rebuilt:		\$	1,000.00			1,000.00		1,000.00

Item #	Description	Brand Bid	UM	QTY./\$ @ Jobber	Discount Off Jobber List Main. & Island Loc.	Ext. Price	Discount Off Jobber List Bolivar Loc.	Ext. Price
22	Fuel Shut Off Solenoids-Diesel:		\$	1,000.00		1,000.00		1,000.00
23	Gaskets: Fel-Pro		\$	400.00		400.00		400.00
24	Gear Lube-5 gal. Container:		\$	200.00		200.00		200.00
25	Hoses: Gates, Dayco		\$	1,000.00		1,000.00		1,000.00
26	Injection Pumps-Diesel:		\$	1,000.00		1,000.00		1,000.00
27	Injectors-Rebuilt:		\$	800.00		800.00		800.00
28	Ignition Parts: Standard Ignition		\$	800.00		800.00		800.00
29	Lighting: Wagner		\$	800.00		800.00		800.00
30	Mini-Bar Lights:		\$	700.00		700.00		700.00
31	Permatex Type Products:		\$	400.00		400.00		400.00
32	Seals: National		\$	2,000.00		2,000.00		2,000.00
33	Shocks: Monroe		\$	500.00		500.00		500.00
34	Spark Plugs: Champion, Motorcraft		\$	500.00		500.00		500.00
35	Starters-Remanufactured:		\$	500.00		500.00		500.00
36	Starters-New:		\$	1,000.00		1,000.00		1,000.00
37	Strobe Lights		\$	500.00		500.00		500.00
38	Switches: Signal Stat		\$	1,000.00		1,000.00		1,000.00
39	3M Type Products:		\$	500.00		500.00		500.00
40	Universal Joints: Precision		\$	800.00		800.00		800.00
41	Water Pumps-New: TRW, Carter, Airtex		\$	1,000.00		1,000.00		1,000.00
42	Water Pumps-Rebuilt:		\$	500.00		500.00		500.00
43	Wipers & Accessories: Anco		\$	1,000.00		1,000.00		1,000.00
44	Wire & Cable: Standard, DCW		\$	1,000.00		1,000.00		1,000.00
45	Misc. Items: Floor Dry, hand cleaner, washer fluid, car cleaning supplies, etc.		\$	1,000.00		1,000.00		1,000.00
Totals:						59,100.00		59,100.00

Attachment B

GALVESTON COUNTY, TEXAS VEHICLE LISTING BY DEPARTMENT

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
DEPARTMENT: 116020 Co Records Mgmt. & Presv Fnd										
00000004520	1FDWF80C0SVA55647	1995	FORD	F800	TRUCK	UNIT 7	681087	52,940	03/11/2004	
TOTAL COUNT: 1										
DEPARTMENT: 126100 District Clerk										
000000030311	JTDKB20U297851982	2009	TOYOTA	HYBRID PRIUS	2009 TOYOTA PRIUS	C2903	1074594	16		
TOTAL COUNT: 1										
DEPARTMENT: 127100 District Attorney										
000000026955	2FAFP71W23X181907	2003	FORD	CROWN VIC	SEDAN	C1330	BLIN289	113,599	05/01/2012	
000000027153	1FTPW1459SKD79410	2005	FORD	F-150 SUPERCREW 4WD	PICKUP TRUCK	C1502	898598	131,288	06/07/2012	
000000029261	2FAFP71WX6X144138	2006	FORD	CROWN VIC	SEDAN	C1601	035NRK	106,925	05/01/2012	
000000030139	2FAFP71VX8X167557	2008	FORD	CROWN VIC	SEDAN	C1802	JTF881	63,350	05/01/2012	
000000030116	1FTPW12588FB21878	2008	FORD	F-150 SUPERCREW 2WD	PICKUP TRUCK	C1801	70PHS7	82,300	05/01/2012	
TOTAL COUNT: 5										
DEPARTMENT: 151500 Tax Assessor/Collector										
000000029874	1FMNE11L49DA05578	2009	FORD	138 ECONOLINE	FORD ECONOLINE		106*1900	16		
TOTAL COUNT: 1										
DEPARTMENT: 159100 Information Technology										
000000026798	1FTNE24L411HB15873	2001	FORD	E250	VAN	C2102	804277	16,938	02/21/2003	
000000026843	1FTNE24L42HA22157	2002	FORD	E250	VAN	C2225	6CPL83	5,029	02/25/2003	
000000030308	JTEEW41A092030681	2009	TOYOTA	HIGHLANDER HYBRID	SUV	C2904	1074585	16		
000000030310	JTDKB20U293538373	2009	TOYOTA	HYBRID PRIUS	HATCHBACK SEDAN	C2902	1074593	16		
TOTAL COUNT: 4										

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN.NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC.NO.	MILEAGE	AS OF DATE	LOCATION
DEPARTMENT: 170100 Facilities Srvs & Maintenance										
000000026877	1FTRX17L82NB61677	2002	FORD	F150	TRUCK	C4202	832678	28,181	05/12/2005	
000000026882	1FDSF34L72ED12623	2002	FORD	F350	TRUCK	UNIT C-4203	832684	62,190	05/12/2005	
000000027124	3D7KR28DX5G799814	2005	DODGE	RAM QUAD CAB	3/4 TON 4X2 CREW CAB	FACILITIES	890230EX	40	03/03/2005	
000000027100	1FBSS31L75HA82948	2005	FORD	S314	TRANSPORT VAN	UNIT 4504	893473	35	01/10/2005	
000000030146	1FTSW20R28ED51444	2008	FORD	F250	2008 4X2 3/4 TON TRUCK		1022183	96		
000000030439	1FDSX20R39EB12575	2009	FORD	F-250	2009 FORD F250 EXTENDED	C-4905	1074641	18		
000000030440	1FDSX20R19EB12574	2009	FORD	F-250	2009 FORD F250 EXTENDED	C-4904	1074640	18		
000000030441	1FDSX20RX9EB12573	2009	FORD	F-250	2009 FORD F250 EXTENDED	C-4903	1074639	18		
000000030442	1FDSX20R89EB12572	2009	FORD	F-250	2009 FORD F250 EXTENDED	C4906	1074642	16		
000000030484	1FTSX2AR1AEA72519	2010	FORD	F-250 4X2 SUPERCAB	2009 FORD F-250 EXTENDED	UNIT 4001	1074757	16		
000000030616	1FTSW2BR4AEA57027	2010	FORD	F-250 4X4	TRUCK-FORD F250 DIESEL		1099814	16		
000000030820	1FTX2AT4BEB90681	2011	FORD	F250	PICKUP TRUCK					
000000031636	1FTX2AT1CEC12783	2012	FORD	F250	PICKUP TRUCK	C4210	1146894			
TOTAL COUNT: 13										
DEPARTMENT: 172111 Fleet Mgmt - Galveston										
000000030306	1EWAlAA83EIF03440	1984	EMERGENCY ONE	PRO IV TMF	FIRE TRUCK MODEL # PRO	UNIT C0002	1074589			
000000030307	1EWA2AA8XE1F03712	1984	EMERGENCY ONE	PRO IV TMF	FIRE TRUCK MODEL # PRO	UNIT C0001	1074590			
000000026795	1B7HC13Z01J574457	2001	DODGE	RAM 1500 QUAD CAB	PICKUP TRUCK	C9101	803551	41,705	02/17/2003	
000000026888	1FTYR14VX2PB32410	2002	FORD	RANGER SUPERCAB	PICKUP TRUCK	C0205	BK12999	19,202	02/29/2004	
000000026913	2FAFP71W13X169022	2003	FORD	CROWN VIC	SEDAN	UNIT C3308	BG9W584	14,522	02/29/2004	
000000026917	2FAFP71W33X169023	2003	FORD	CROWN VIC	SEDAN	C0313	1099791	27,537	02/29/2004	
000000026946	1FBSS31L23HA56190	2003	FORD	E-350	VAN	C0301	239311	108,944	02/29/2004	

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

<u>FAID</u>	<u>VIN NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>LIC NO.</u>	<u>MILEAGE</u>	<u>AS OF DATE</u>	<u>LOCATION</u>
000000027106	1FBSS31L55HA82950	2005	FORD	138 ECONOLINE CLUB	TRANSPORT VAN	C0006	1116838	35		
000000027119	2FAFP71W35X135327	2005	FORD	CROWN VIC	SEDAN	C0517	1099802		02/18/2005	
000000027118	2FAFP71W35X135325	2005	FORD	CROWN VIC.	FORD CROWN VIC	UNIT C0516	1099790	16	02/18/2005	
000000027120	2FAFP71W15X135326	2005	FORD	CROWN VIC.	POLICE PACKAGE VEHICLE	UNIT C0515	1099792	15	02/18/2005	
000000029230	1FTSW21Y46EC71730	2006	FORD	F-250	FOUR WHEEL DRIVE 3/4	UNIT C0610	1122931	15		
000000029349	2FAFP71W47X135470	2007	FORD	CROWN VIC	4 DOOR SEDAN	UNIT C0715	085TVC	16		
000000029959	1FBSS31L37DA98039	2007	FORD	E350	VAN 15 PASSENGER	C3717	1006029	16		
000000030092	2FAFP71V78X144320	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3805	1022314	20		
000000030094	2FAFP71VX8X144327	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3808	1022309	12		
000000030120	1FTVX12568KD08984	2008	FORD	F-150 SUPERCAB	2008 4X2 1/2 TON TRUCK	UNIT 7801	1021978	26,332	05/16/2011	
TOTAL COUNT: 17										
DEPARTMENT: 211100 Sheriff's Department										
000000030085	4XAMH50A27B292742	2007	POLARIS	SPORTSMAN OFF ROAD	ALL TERRAIN VEHICLE	ATV1	XY3806			
000000030086	4XAMH50A57A217586	2007	POLARIS	SPORTSMAN OFF ROAD	ALL TERRAIN VEHICLE	ATV2	XY3807			
000000030102	2FAFP71V08X144319	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3811	1022315	10		
000000030104	2FAFP71V28X144323	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3813	1022312	30		
000000029884	1FTRW12819FA88937	2009	FORD	F150	PICKUP TRUCK	C3912	ALAIS	2,360		
000000030606	1FMJU1G51AEA93689	2010	FORD	EXPEDITION XLT 4X4	SUV	C3012	1099806	78		
000000030607	1FMJU1G58AEA93686	2010	FORD	EXPEDITION XLT 4X4	SUV	C3013	1099805	77		
TOTAL COUNT: 7										
DEPARTMENT: 211101 Administration Sheriff										
000000027123	2FAFP74W15X131062	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3518	110BWZ	12	03/02/2005	

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN.NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC.NO.	MILEAGE	AS OF DATE	LOCATION
00000029871	2FAFP71V48X144324	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3806	1022311	10		
00000030159	1FMFU16559LA14006	2009	FORD	EXPEDITION XLT 4X4	SUV	C3901	LPL032	16		
00000030492	1FMEU7D81AU38412	2010	FORD	EXPLORER XLT 4X4	SUV	C3019	ALIAS	16		
00000030488	1FTFW1CV4AFB13504	2010	FORD	F150 CREW CAB	PICKUP TRUCK	C3018	AA74924	85		
00000030490	1FAHP2DW3AG132404	2010	FORD	TAURUS SE	4 DOOR SEDAN	C3017	BN9F470	76		
00000030839	1FTFW1CF1BKD38402	2011	FORD	F150	PICKUP TRUCK	C3116	AS66112	10	04/29/2011	
00000030840	1FTFW1CF3BKD38403	2011	FORD	F150	PICKUP TRUCK	C3115	AS66111	10	04/29/2011	
TOTAL COUNT: 8										
DEPARTMENT: 211121 Criminal Investigation										
00000015676	1FTJE34H4NHA07663	1992	FORD	ECONOLINE	VAN	C3299	BF4590	19,457	02/29/2004	
00000029937	1HGCG1651YA035056	2000	HONDA	ACCORD	4 DOOR SEDAN	C3050	SG9GSG	86,000		
00000026876	1FTRX17L62NB61676	2002	FORD	F150	PICKUP TRUCK	C3210	832677	33,682	05/12/2005	
00000031364	3FAFP11323R161450	2003	FORD	FOCUS	COUPE SEDAN	C3333	ALIAS	106,616	03/10/2011	
000000031595	1GKEC13Z53R276126	2003	GMC	YUKON	SUV	C3334	ALIAS	82,458	06/22/2011	
00000027070	2FTRX17W04CA70034	2004	FORD	F150	PICKUP TRUCK	C3416	ALIAS	16	04/02/2004	
000000031580	2GTEC13T051133135	2005	GMC	SIERRA	PICKUP TRUCK	C3535	ALIAS	126,478	06/08/2011	
00000029264	2FAFP71W36X144143	2006	FORD	CROWN VIC	4 DOOR SEDAN	C3619	339PIY	16		
00000029229	1FTNE24LX6DA11029	2006	FORD	E250	VAN	C3609	ALIAS	16		
00000029214	1FTPW14V86KC37132	2006	FORD	F150 CREW CAB	PICKUP TRUCK	C3601	ALIAS	16		
000000031362	3GCEC13J87G540578	2007	CHEVROLET	SILVERADO	PICKUP TRUCK	C3722	ALIAS			
000000029345	1FMFU16537LA47812	2007	FORD	EXPEDITION XLT 4X4	SUV	C3711	15RNF4	16		
000000029335	1FMEU73837UB07885	2007	FORD	EXPLORER XLT 4X4	SUV	C3710	905RMY	16		
000000029330	1FTPW14V67FA68884	2007	FORD	F150 4X4	PICKUP TRUCK	C3704	ALIAS			

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

<u>FAID</u>	<u>VIN NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>LIC NO.</u>	<u>MILEAGE</u>	<u>AS OF DATE</u>	<u>LOCATION</u>
000000030127	2FAFP74VX8X148065	2008	LNA	CROWN VIC	4 DOOR SEDAN	C3822	JFN925	68		
000000030617	1FTFW1CV2AFB13503	2010	FORD	F150	PICKUP TRUCK	C3021	AA75888	89		
000000030615	1FTFW1CV2AFB33685	2010	FORD	F150 4X2 SS	PICKUP TRUCK	C3022	ALIAS	17		
000000030489	1FAHP2DW1AG132403	2010	FORD	TAURUS SE	4 DOOR SEDAN	C3016	BNIT431	75		
TOTAL COUNT: 18										
DEPARTMENT: 211126 Auto Crime Task Force										
000000029282	1FTPW12566KB75720	2006	FORD	F150	PICKUP TRUCK	C3624	ALAS	5		
000000029256	1FTPW12V06FB26389	2006	FORD	F150 SUPER CREW CAB	PICKUP TRUCK	C3627	ALAS	55		
000000030158	1D7HA18278S608423	2008	DODGE	RAM 4X2 QUAD CAB	PICKUP TRUCK	C3825	ALIAS	1		
000000030643	3GCRKSE30AG218372	2010	CHEVROLET	SILVERADO 1500	PICKUP TRUCK	C3026	ALIAS			
000000030637	1D7RB1CT0BS519639	2010	DODGE	RAM 1500 CREW CAB	PICKUP TRUCK	C3028				
000000030629	1FTFW1CV8AKE38499	2010	FORD	F150	PICKUP TRUCK	C3027				
000000030627	4XAWH76A2158841	2010	POLARIS	RGR800 CREW	UTILITY VEHICLE					
TOTAL COUNT: 7										
DEPARTMENT: 211127 Auto Crime Task Force										
000000030450	1GCHC53659F172929	2009	CHEVORLET	SILVERADO 2500 DIESEL	PICKUP TRUCK	C3024	1074700	1		
000000030447	3GCEC23J09G245094	2009	CHEVROLET	SILVERADO	PICKUP TRUCK	C3023	ALIAS	196		
000000030315	47ZWB24259X066094	2009	PACE AMERICAN	CARGO	CRIME PREVENTION		9010548			
000000031262	1FTFW1ET9BBFB91645	2011	FORD	F150	PICKUP TRUCK	C3120				
TOTAL COUNT: 4										
DEPARTMENT: 211131 Identification Division										
000000027107	2FAFP74WY5X131061	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3509	020BWZ	30		

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

<u>FAID</u>	<u>VIN NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>LIC NO.</u>	<u>MILEAGE</u>	<u>AS OF DATE</u>	<u>LOCATION</u>
000000027104	1FTRE14L75HA82983	2005	FORD	E150	CARGO VAN	C3508	893476	127	01/12/2005	
000000029235	1FTRE14L36DA15788	2006	FORD	E150	CARGO VAN	C3611	217051	16		
000000029326	1FTNE14LX7DA50988	2007	FORD	E150	CARGO VAN	C3701	1005975	16		
000000029346	1FMFU16517LA47811	2007	FORD	EXPEDITION XLT 4X4	SUV	C3712	1005991	16		
000000030494	1FMEU7D86AU A39667	2010	FORD	EXPLORER XLT 4X4	SUV	C3020	BN1T442	16		
000000031601	1FTFW1CF5CFB26936	2012	FORD	F150	PICKUP TRUCK	C3211	1126993	25	04/23/2012	
TOTAL COUNT: 7										
DEPARTMENT: 211132 M.H.M.R. - Sheriff										
000000029348	2FAFP71W67X135471	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3714	086TVC	16		
000000030112	2FAFP71V08X144322	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3815	GPF622	11		
000000030113	2FAFP71V78X146617	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3821	JFP189	10		
000000030493	1FBSS3BL2ADA31115	2010	FORD	E350T	VAN 15 PASSENGER	C3015	1146887	16		
000000030829	2FABP7BV1BX135441	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3112	CN1F314	43	03/11/2011	
000000031619	1FBSS3BL4CDB14306	2012	FORD	E350T	VAN 15 PASSENGER	C3213	DX5T388	16	06/29/2012	
TOTAL COUNT: 6										
DEPARTMENT: 211133 Corrections-Sheriff										
000000027132	2FAFP71W05X135320	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3501	894050	16	04/14/2005	
000000029274	1FBSS31L06DA77373	2006	FORD	E350	VAN 15 PASSENGER	C3621	1022137	11		
000000029328	2FAFP74V47X133138	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3702	110TTN	16		
000000029333	2FAFP71WX7X135473	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3708	903RMY	16		
000000030081	1FBSS31L78DA64235	2008	FORD	E350	TRANSPORT VAN	C3801	1126942	10		
000000030491	1FBSS3BLOADA31114	2010	FORD	E350T	VAN 15 PASSENGER	C3014	1074773	16		

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
TOTAL COUNT: 6										
DEPARTMENT: 211143 Patrol Division										
000000026862	1FTNW21L82EB56253	2002	FORD	F250 4X4	PICKUP TRUCK	C3203	822883	35,516	02/29/2004	
000000026863	1FTNW21LX2EB56254	2002	FORD	F250 4X4	PICKUP TRUCK	C3202	822882	33,780	02/29/2004	
000000026879	1FTWW32F12ED12622	2002	FORD	F350	PICKUP TRUCK	C3201	1022160	36,977	05/12/2005	
000000027121	1FTSW21Y35EB72766	2005	FORD	F250 CREW CAB	PICKUP TRUCK	C3519	889471	16	03/01/2005	
000000029352	1FMFU165X7LA47810	2007	FORD	EXPEDITION 4X4	SUV	C3716	1022350	16		
000000029957	1FTSW21Y08EA36051	2007	FORD	F250 4X4 CREW CAB	PICKUP TRUCK	C3719	1006027	16		
000000029958	1FTSW21Y98EA36050	2007	FORD	F250 4X4 CREW CAB	PICKUP TRUCK	C3720	1006026	16		
000000030090	2FAFP71V68X144325	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3803	1022305	23		
000000030091	2FAFP71VX8X144330	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3804	1022307	12		
000000030095	2FAFP71V38X144329	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3809	1022308	33		
000000030096	2FAFP71V88X144326	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3810	1022310	21		
000000030161	2FAHP71V29X123854	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3910	1068007	16		
000000030162	2FAHP71V19X123859	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3909	1068001	16		
000000030163	2FAHP71V49X123855	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3908	1068002	16		
000000030164	2FAHP71VX9X123858	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3907	1068003	16		
000000030165	2FAHP71V89X123857	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3906	1068004	16		
000000030166	2FAHP71V09X123853	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3905	1068005	16		
000000030171	2FAHP71V69X123856	2009	FORD	CROWN VIC	4 DOOR SEDAN	C3911	1068024	43		
000000030172	1FMFU16519LA14004	2009	FORD	EXPEDITION	SUV	C3904	1068023	16		
000000030168	1FMFU165X9LA14003	2009	FORD	EXPEDITION XLT 4X4	SUV	C3903	1068006	16		
000000030495	2FABP7BV5AX112792	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3002	1074811	72		

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC.NO.	MILEAGE	AS OF DATE	LOCATION
000000030496	2FABP7BV7AX112793	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3003	1074809	73		
000000030601	2FABP7BV9AX115159	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3004	1099807	79		
000000030602	2FABP7BV7AX115158	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3007	1099809	78		
000000030603	2FABP7BV9AX112794	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3006	1099808	71		
000000030614	2FABP7BV5AX116793	2010	FORD	CROWN VIC	4 DOOR SEDAN	C3025	1099815	22		
000000030497	IFMJU1G56AEA93687	2010	FORD	EXPEDITION XLT 4X4	SUV	C3008	1074810	76		
000000030604	IFMJU165XAEA93688	2010	FORD	EXPEDITION XLT 4X4	SUV	C3009	1099803	89		
000000030605	IFMJU1G58AEA93690	2010	FORD	EXPEDITION XLT 4X4	SUV	C3010	1099804	79		
000000030462	1FTSW2BY4AEA59904	2010	FORD	F250 4X4	PICKUP TRUCK	C3001	1061864	1		
000000030842	2FABP7BV1BX131647	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3105	1116852	27	02/23/2011	
000000030843	2FABP7BV3BX131648	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3108	1116851	33	02/23/2011	
000000030844	2FABP7BV5BX131649	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3110	1116850	27	02/23/2011	
000000030845	2FABP7BV1BX131650	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3107	1116849	28	02/23/2011	
000000030846	2FABP7BV3BX131651	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3111	1116848	28	02/23/2011	
000000030847	2FABP7BV8BX131645	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3106	1116856	31	02/23/2011	
000000031577	2FABP7BV4BX181992	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3205	1127001	16	02/06/2012	
000000031578	2FABP7BVXBX181995	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3207	1127002	16	02/02/2012	
000000030832	IFMJU1G52BEF29077	2011	FORD	EXPEDITION 4X4	SUV	C3103	1116857			
000000030833	IFMJU1G54BEF29078	2011	FORD	EXPEDITION 4X4	SUV	C3104	1116858			
000000030834	IFMJU1G56BEF29079	2011	FORD	EXPEDITION 4X4	SUV	C3102	1116846	77	04/15/2011	
000000030835	IFMJU1G52BEF29080	2011	FORD	EXPEDITION 4X4	SUV	C3101	1116847	78	04/15/2011	
000000031625	6G1MK5U2XCL646469	2012	CHEVROLET	CAPRICE PATROL	4 DOOR SEDAN	C3217	1146886	1	06/20/2012	
000000031617	6G1MK5U24CL643535	2012	CHEVROLET	CAPRICE PPV DETECTIVE	4 DOOR SEDAN	C3212	DX5T389			

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

<u>FAID</u>	<u>VIN.NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>LIC.NO.</u>	<u>MILEAGE</u>	<u>AS OF DATE</u>	<u>LOCATION</u>
000000031623	6G1MK5U27CL644503	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3216	1127016	1	06/20/2012	
000000031624	6G1MK5U28CL646485	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3214	1127017	1	06/20/2012	
000000031626	6G1MK5U20CL646366	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3220	1146889			
000000031627	6G1MK5U20CL640468	2012	CHEVROLET	CAPRICE PPV PATROL	4 DOOR SEDAN	C3221	1146888			
000000031599	1GNSK2E06CR249059	2012	CHEVROLET	TAHOE 4X4	SUV	C3206	1126998	1	03/05/2012	
000000031602	1FTFW1CF7CFB26937	2012	FORD	F150	PICKUP TRUCK	C3209	1126994	16	04/23/2012	
000000031603	1FTFW1CF9CFB26938	2012	FORD	F150	PICKUP TRUCK	C3208	1126995	16	04/23/2012	

TOTAL COUNT: 51

DEPARTMENT: 211150 Warrant's - Sheriff's

000000029265	2FAFP71W86X144136	2006	FORD	CROWN VIC	4 DOOR SEDAN	C3620		16		
000000029327	2FAFP71W87X135469	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3703	111TTN	16		
000000029332	2FAFP71W87X135472	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3709	904RMY	16		
000000029334	2FAFP71W67X135468	2007	FORD	CROWN VIC	4 DOOR SEDAN	C3707	906RMY	16		
000000030105	2FAFP71V08X146622	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3816	FPT291	30		
000000030106	2FAFP71V78X146620	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3817	FPT289	11		
000000030107	2FAFP71V98X146618	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3819	FPT288	50		
000000030108	2FAFP71V98X146621	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3818	FPT290	12		
000000030110	2FAFP71V08X146619	2008	FORD	CROWN VIC	4 DOOR SEDAN	C3820	DJB054	10		
000000030167	1FMFU16539LA14005	2009	FORD	EXPEDITION XLS	SUV	C3902	NZM713	16		
000000031370	1FTFW1E81AFD91798	2010	FORD	F150 CREW CAB 4X4 SS	PICKUP TRUCK	C3029	ALIAS	89	06/01/2011	
000000030828	2FABP7BVXBX135440	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3113	CN1F311	42	03/11/2011	
000000030830	2FABP7BV3BX135439	2011	FORD	CROWN VIC	4 DOOR SEDAN	C3114	CN1F313	31	03/11/2011	

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
TOTAL COUNT: 13										
DEPARTMENT: 211165 Marine Division-Sheriff's Dept										
000000026909	1FTNW21L33EB45629	2003	FORD	F250 CREW/CAB 4X4	PICKUP TRUCK	C3303	843122	23,110	02/29/2004	
000000027122	1FTSW21Y55EB72767	2005	FORD	F250 CREW CAB	PICKUP TRUCK	C3520	889470	16	03/01/2005	
TOTAL COUNT: 2										
DEPARTMENT: 211181 Reserves-Sheriff's Department										
000000027113	2FAFP71W25X135321	2005	FORD	CROWN VIC	4 DOOR SEDAN	C3510	888888	16	02/17/2005	
000000030103	2FAFP71V18X144331	2008	FORD	CROW VIC	4 DOOR SEDAN	C3812	1022306	10		
TOTAL COUNT: 2										
DEPARTMENT: 211189 Bailiffs										
000000026712	1FDXE45S7YHB34630	2000	FORD	E450	VAN 18 PASSENGER	C3011	838322	35,286	03/18/2004	
000000030082	1FBSS31L98DA64236	2008	FORD	E350	TRANSPORT VAN	C3802	1025035	10		
TOTAL COUNT: 2										
DEPARTMENT: 223700 Constable Pet #7 - Matranga										
000000030826	1FTFW1CF1BFA87843	2011	FORD	F150	PICKUP TRUCK	C8111	1116872	85	05/26/2011	
000000030827	1FTFW1CF3BFA87844	2011	FORD	F150	PICKUP TRUCK	C8110	1116873	85	05/26/2011	
000000030837	1FTFW1CF5BFA87845	2011	FORD	F150	PICKUP TRUCK	C8112	1116860			
000000030838	1FTFW1CF7BFA87846	2011	FORD	F150	PICKUP TRUCK	C8113	1116859			
TOTAL COUNT: 4										
DEPARTMENT: 223800 Constable Pet #8 - Fisher										
000000029890	3GCCE13079G267787	2009	CHEVROLET	SILVERADO CREW CAB 2WB	PICKUP TRUCK	ALIAS	ALIAS	1		

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

<u>FAID</u>	<u>VIN NO.</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>LIC NO.</u>	<u>MILEAGE</u>	<u>AS OF DATE</u>	<u>LOCATION</u>
TOTAL COUNT: 1										
DEPARTMENT: 256100 Juvenile Justice										
00000027101	1FBSS31L95HA82949	2005	FORD	138 ECONOLINE	15 PASSENGER CLUB	C4005	BR24757	35	01/11/2005	
TOTAL COUNT: 1										
DEPARTMENT: 256105 Juv Justice - Administration										
000000030831	2FABP7BV3BX135442	2011	FORD	CROWN VICTORIA	4 DOOR SEDAN	C8103	CN1F312	33	03/11/2011	
000000030817	1FBSS3BL4BDA48113	2011	FORD	E350 ECONOLINE	15 PASSENGER VAN	C8101	CN1F033			
000000030818	1FBSS3BL6BDA48114	2011	FORD	E350 ECONOLINE	15 PASSENGER VAN	C8102	CN1F034			
TOTAL COUNT: 3										
DEPARTMENT: 291010 Emergency Management										
000000021513	1FMNU40L94EC84843	2004	FORD	EXCURSION	SUV	C2422	872034	82,539	05/08/2012	
000000027114	1WC200L2X42051664	2004	WELLS CARGO	EW242W	MOBILE COMMAND	MOC-1	920374			
000000030142	1FTSW21R68ED51445	2008	FORD	F-350 4X4	PICKUP TRUCK	C2801	1022144	23,238	05/08/2012	
TOTAL COUNT: 3										
DEPARTMENT: 296100 Flood Control										
000000029994	3FRXF75D38V646589	2008	FORD	F-750	DUMP TRUCK	UNIT 718	1021929	46,176	02/25/2011	
000000029995	3FRXF75DX8V646590	2008	FORD	F-750	DUMP TRUCK	UNIT 717	1021928	42,359	03/01/2011	
000000030098	3FRXF75D98V045736	2008	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 803	022146	584		
000000030099	3FRXF75D08V045737	2008	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 804	1122927	35,203	03/01/2011	
000000030111	3FRXF75D98V046076	2008	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 807	1022321	425		
000000030911	3FRXF7FJ1BV565716	2011	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 5112	1122928	755	05/18/2011	
000000030912	3FRXF7FJXBV565715	2011	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 5111	1122929	764	05/18/2011	

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
TOTAL COUNT: 7										
DEPARTMENT: 296121 Seawall Maintenance										
000000011959	1G8G6D1F4GV118075	1986	CHEVROLET	C60 DIESEL	DUMP TRUCK	UNIT 37	500818	12,579	03/24/2004	
000000011960	1FDWF80C9SVA52262	1995	FORD	F800	WINCH TRUCK	UNIT 38	673429	5,761	03/24/2004	
000000026635	1FTRF17W8XKC04663	1999	FORD	F150	PICKUP TRUCK	UNIT 31	764869	45,649	03/24/2004	
000000026872	1D7HA16Z12J237420	2002	DODGE	RAM 1/2 TON	PICKUP TRUCK	UNIT 30	237489	30,795	03/24/2004	
000000029343	1FTWW31R48EA18345	2008	FORD	F-350 4X4 CREW CAB	PICKUP TRUCK	UNIT 706	1005989	71,978	05/04/2012	
TOTAL COUNT: 5										
DEPARTMENT: 312110 Administration										
000000012991	1FDWF80C9SVA16927	1995	FORD	F700	WATER TRUCK	UNIT 329	1025036	20,214	03/24/2004	
000000011624	1FDXF80C2SVA19432	1995	FORD	F800	DUMP TRUCK	UNIT 427	667135	88,390	03/24/2004	
000000011759	1FDWF80C7SVA16926	1995	FORD	F800	WINCH TRUCK	UNIT 222	1022062	60,067	03/24/2004	
000000015399	1FDXF80C1VVA16655	1997	FORD	F800	DUMP TRUCK	UNIT 431	711897	112,918	05/06/2011	
000000011752	1FDXF80C9VVA37334	1997	FORD	F800 - 2000 GAL	ASPHALT TRUCK	UNIT 344	1126980	33,305	03/24/2004	
000000026620	1FTSW30F9XEE37215	1999	FORD	F350	TRUCK	UNIT 305	1021904	107,246	05/06/2011	
000000000944	1HTSCABN7XH668214	1999	INTERNATIONAL	4700	WATER TRUCK	UNIT 346	756281	13,389	03/24/2004	
000000026720	1FDNX20F1YED68201	2000	FORD	F-250 4X2	TRUCK- SERVICE	UNIT 232	787832	130,537	05/06/2011	
00000001499	1FTNX20F2YED51461	2000	FORD	F250	TRUCK	UNIT 217	233601	57,164	03/24/2004	
00000001500	1FTNX20F2YED51462	2000	FORD	F250	TRUCK	UNIT 224	786131	176,719	05/06/2011	
000000026880	1FTNX21F62ED12619	2002	FORD	F250	TRUCK	UNIT 200	233602	125,819	03/01/2011	
000000026894	1FDSX34F42ED12621	2002	FORD	F350	TRUCK-SERVICE	UNIT 251	1112382	98,183	03/01/2011	
000000027023	1FDWX37P43EC13496	2003	FORD	F-350	TRUCK	UNIT 104	850889	10,549	03/24/2004	

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
000000027026	3FRXF75804V612526	2004	FORD	F-750	DUMP TRUCK	UNIT 108	854439	11,046	03/24/2004	
000000029225	1FTWW31P76EC74779	2005	FORD	F-350 4X4 CREWCAB	TRUCK	UNIT 602	216412	5		
000000029205	3FRXF75P26V286822	2005	FORD	F750	DUMP TRUCK - 9 YARD	UNIT 511	206776	59,604	03/01/2011	
000000027148	1M1AJ06Y45N00278	2005	MACK	TRUCK/TRACTOR-380HP	HAUL TRUCK	UNIT 503	913155	80,252	05/04/2012	
000000029226	1FTWW31P36EC74780	2006	FORD	F-350 4X4 CREW	TRUCK	UNIT 603	216414	5		
000000029227	1FTWW31P56EC74778	2006	FORD	F-350 4X4 CREW	TRUCK	UNIT 604	216413	5		
000000029250	3FRXF75P66V376328	2006	FORD	F-650	DUMP TRUCK	UNIT 605	220*719	50,340	05/06/2011	
000000028167	3FRXF75P86V252013	2006	FORD	F-750	DUMP TRUCK - 9 YARD	UNIT 506	201303	67,868	02/25/2011	
000000029204	3FRXF75P06V286821	2006	FORD	F-750	DUMP TRUCK - 9 YARD	UNIT 510	206775	59,665	03/01/2011	
000000029206	1FTWX30P76EB27313	2006	FORD	F350 4X2 SUPERCAB	TRUCK	UNIT 514	207250	89,641	03/01/2011	
000000029208	1FTWX30P56EB27312	2006	FORD	F350 4X2 SUPERCAB	TRUCK	UNIT-513	206924	60,618	03/01/2011	
000000029207	1FTWX30P96EB27314	2006	FORD	F350-4X2 SUPERCAB	TRUCK	UNIT 512	206934	73,218	03/01/2011	
000000029975	1FTSW20RX8EA79466	2008	FORD	F-250 CREW CAB	TRUCK	UNIT 714	1109054	45,662	03/01/2011	
000000029938	M0XUVGX026881	2008	JOHN DEERE	GATOR XUV GAS	JOHN DEERE GATOR	UNIT 5904	9008202	83	05/04/2012	
000000030449	1FTWW3BR3AEA15862	2009	FORD	F-350 4X4 CREW CAB	PICKUP, 2009 FORD F-350	UNIT 5911	1074682	33,505	03/15/2011	
000000030459	1FDWX3GR2AEA49843	2010	FORD	F-350	PICKUP TRUCK	UNIT 5914	1074707	9,532	05/06/2011	
000000030471	3FRXF7ED9AV254317	2010	FORD	F-350	DUMP TRUCK 6-8 YARD	UNIT 5918	1074752	13,445	05/06/2011	
000000030482	1FTWW3AR5AEA72520	2010	FORD	F-350 CREW CAB	PICKUP TRUCK	UNIT 5921	1074749	14,575	03/07/2011	
000000030460	1FDWX3GR4AEA49844	2010	FORD	F-350 SUPERCAB	SERVICE BODY TRUCK	UNIT 5915	1074708	17,995	05/04/2012	
000000030463	3FRXF7ED5AV254315	2010	FORD	F-750	DUMP TRUCK 6-8 YARD	UNIT 5916	1074750	1,179		
000000030464	3FRXF7ED7AV254316	2010	FORD	F-750	DUMP TRUCK 6-8 YARD	5917	1074751	11,933	05/06/2011	

TOTAL COUNT: 34

DEPARTMENT: 312120 F.M. Lateral Road

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC.NO.	MILEAGE	AS OF DATE	LOCATION
000000029203	1FTWX30P36EB27311	2006	FORD	F-350 SUPERCAB 4X2	PICKUP TRUCK	UNIT 5509	206049	38,504	05/06/2011	
000000028166	3FRXF75P66V252012	2006	FORD	F-750	DUMP TRUCK 9 YARD	UNIT 505	201304	55,304	05/06/2011	
000000030136	1FTWW30R28ED57543	2008	FORD	F-350	PICKUP TRUCK	UNIT 5812	1022035	16	02/24/2011	
000000030124	1FTWW31RX8ED57529	2008	FORD	F-350 CREW CAB 4WD	PICKUP TRUCK	C5809	1021990	48,162	05/06/2011	
000000030141	1FDA57R88ED63657	2008	FORD	F-550	SERVICE TRUCK	UNIT 5813	1022155	29,119	05/04/2012	
000000030017	3FRXF75B78V649235	2008	FORD	F-750	WINCH TRUCK	UNIT 720	1021969	27,700	05/04/2012	
000000030815	1FT8W3BT3BEB90683	2011	FORD	F-350 CREW CAB 4WD	PICKUP TRUCK	C5106	1112393			

TOTAL COUNT: 7

DEPARTMENT: 411100 Mosquito Control District

000000010200	F-A.CERT.#N9914P	1975	PIPER PAWNEE	SINGLE ENGINE	AIRPLANE					
000000026609	1B7HC16XOXS259851	1999	DODGE	RAM	TRUCK	UNIT 9	760914	30,716	04/26/2005	
000000026759	1FBNE31L41HA76829	2001	FORD	E350	VAN	C6103	798389	41,186	04/26/2005	
000000026761	1FTNF21L01EB58299	2001	FORD	F250	TRUCK	C6101	798440	42,127	04/26/2005	
000000026873	1D7HA16K22J237414	2002	DODGE	RAM	TRUCK	C6202	831507	39,299	04/26/2005	
000000026878	1FTNF21S42ED12618	2002	FORD	F250	TRUCK	C6201	832676	30,025	04/26/2005	
000000027009	3FTNF20L63MB22731	2003	FORD	F-250	TRUCK	C6302	847802	20,398	04/26/2005	
000000026951	1FTRF17W53NB12838	2003	FORD	F150	TRUCK	C6301	846618	8,155	04/26/2005	
000000027076	1D7HA16K14J268334	2004	DODGE	RAM 1500	PICKUP	C6401	877790	4,365	04/26/2005	
000000027077	1D7HA16K34J268335	2004	DODGE	RAM 1500	TRUCK	C6402	877789	13,215	04/26/2005	
000000027096	1FTRF122XSNA62879	2005	FORD	F150	TRUCK	C6501	885192	115	04/26/2005	
000000027097	1FTRF12265NA62880	2005	FORD	F150	PICK UP TRUCK	C6502	885193	107	04/26/2005	
000000029249	1FTRF12296NB40781	2006	FORD	F150	PICK UP TRUCK	C6601	220*473	5		
000000029251	1FTRF12276NB40780	2006	FORD	F150	PICK UP TRUCK	C6602	221063	5		

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
000000029337	1FTRF12297NA39841	2007	FORD	F150	PICK-UP TRUCK	C6701	1005968	70		
000000029338	1FTRF12267KC26410	2007	FORD	F150	PICK-UP TRUCK	C6702	1005969	70		
000000030117	1FTRF122X8KD08982	2008	FORD	F150	TRUCK	C6802	1022110	58		
000000030118	1FTRF12218KD08983	2008	FORD	F150	TRUCK	C6801	1022109	59		
000000030485	3D7JB1EK3AG118853	2010	DODGE	1500	2010 DODGE 1500, TRAILER	C6001	1074759	10		
000000030486	3D7LT2ET9AG129960	2010	DODGE	RAM 2500	2010 DODGE 2500 4X4,	C6002	1074760	10		
TOTAL COUNT: 20										
DEPARTMENT: 451110 Senior Citizens Program										
000000029242	1FDXE45P76HB19716		FORD	F-450	BUS FOR SENIOR SERVICES	UNIT C7650	222161	68,116	02/11/2011	
000000029902	1FBSS31S42HB63781	2002	FORD	F-350 VAN	FORD VAN		1074634	75,000		
000000027041	1FDXE45S63HB48432	2003	FORD	ELDORADO CUTAWAY	BUS - 18 PASSENGER	UNIT 7350	864425	114,422	02/11/2011	
000000027137	1FDXE45S65HA77493	2005	FORD	E450	18 PASSENGER VAN, WHEEL	UNIT 7550	894841	151,062	02/11/2011	
000000029976	1HVBTAFK88H55691	2008	DIAMOND COACH	VIP 3201	BUS - DIAMOND COACH	UNIT 7851	1021909	27,788	02/11/2011	
000000030425	1FTNE24L29DA76896	2009	FORD	E-250	2009 3/4 TON VAN FOR	UNIT 7902	1061846	23,447	02/11/2011	
000000030419	1FBSS31L79DA80081	2009	FORD	E-350 ECONOLINE	2009 15 PASSENGER	UNIT 7901	1074622	11,135	02/11/2011	
000000030428	1FTNE24L59DA85687	2009	FORD	E250	2009 3/4 TON VAN FOR	UNIT C7903		22,584	02/11/2011	
000000030427	1FMCU03G29KC96856	2009	FORD	ESCAPE	2009 SMALL SPORTS	UNIT C7904	1074633	15,396	02/11/2011	
000000031618	1FTNE2EL1CDB08372	2012	FORD	E250	CARGO VAN	C7250	1127010	66	06/28/2012	
TOTAL COUNT: 10										
DEPARTMENT: 522020 Parks Division										
000000026908	1FTNW21LX3EB45630	2003	FORD	F-250 CREWCAB 4X4	TRUCK	C0302	843121	22,636	02/29/2004	
000000027016	1FDSF34L63EC02955	2003	FORD	F-350	TRUCK	UNIT 7301	849151	52,038	05/16/2011	

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
000000027075	1FDSF34P04EC65490	2004	FORD	F-350	TRUCK	UNIT 7401	878813	42,304	05/16/2011	
000000027150	1FTVX12535NB40280	2005	FORD	F-150	4X2 SUPER CAB TRUCK	UNIT 7508	899245	33,999	05/16/2011	
000000027151	1FTVX12515NB27043	2005	FORD	F-150	4X2 SUPER CAB TRUCK	UNIT 7507	898599	27,039	05/16/2011	
000000027163	1FDSF35P95EC97886	2005	FORD	F-350	ONE TON 4X4 REGULAR	UNIT 7501	200136	34,567	05/16/2011	
000000027144	1FTVX12585NB27041	2005	FORD	F150	4X2 SUPER CAB TRUCK	UNIT 7506	896439	41,600	05/16/2011	
000000027145	1FTVX12565NB27040	2005	FORD	F150	4X2 SUPER CAB TRUCK	UNIT 7505	896440	42,701	05/16/2011	
000000027138	1FTVX12535NB27042	2005	FORD	F150 4X2 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7503	894843	30,901	05/16/2011	
000000027139	1FTVX12535NB27044	2005	FORD	F150 4X2 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7504	894842	72,248	05/16/2011	
000000027149	LV5525P153814	2005	JOHN DEERE	5525-2C	JOHN DEERE MODEL 5525	T3		1	06/20/2006	
000000029215	1FTVX12516NA98886	2006	FORD	F-150 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7601	212994	110,988	05/16/2011	
000000029216	1FTVX12536NA98887	2006	FORD	F-150 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7602	212992	50,809	05/16/2011	
000000029217	1FTVX12556NA98888	2006	FORD	F-150 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7603	212991	69,941	05/16/2011	
000000029252	1FTVX12576NB02231	2006	FORD	F-150 SUPERCAB	4X2 SUPER CAB TRUCK	UNIT 7604	221*061	69,342	05/16/2011	
000000029268	1FDSF35P36EC61497	2006	FORD	F-350	ONE TON 4X4 DIESEL	UNIT 7606	222*615	64,654	05/16/2011	
000000029313	1FTWW31P67EA04735	2006	FORD	F-350 4X4	ONE TON CREW CAB 4X4	UNIT 7701	235383	58,411	05/16/2011	
000000029238	4XARD68A36D030324	2006	POLARIS	RAN7004X4	UTILITY VEHICLE RANGER	GTR2		1		
000000028037		2006	SATELLITE	1050-46 BOX SIZE	SATELLITE TRAILER					
000000029341	1FTVX125X7NA39840	2007	FORD	F-150 SUPERCAB	2007 4X2 SUPER CAB TRUCK	UNIT 7702	1005982	63,075	05/16/2011	
000000030121	1FTVX12588KD08985	2008	FORD	F-150 SUPERCAB	2008 4X2 1/2 TON TRUCK	UNIT 7803	1021976	30,389	05/16/2011	
000000030122	1FTVX125X8KD08986	2008	FORD	F-150 SUPERCAB	2008 4X2 1/2 TON TRUCK	UNIT 7802	1021977	64,887	05/16/2011	
000000030135	1FTWW31R68ED57544	2008	FORD	F-350	2008 4X4 ONE TON TRUCK	UNIT 7806	1022039	39,426	05/16/2011	
000000029992	3FRXF75D08V653449	2008	FORD	F-750 DUMP TRUCK	6-8 YARD DUMP TRUCK, SEE UNIT 7804		1021930	3,041	05/16/2011	
000000030021	3FRXF75F08V680457	2008	FORD	F-750 HAUL TRUCK	HEAVY HAUL TRUCK	UNIT 7805	1022005	4,573	05/16/2011	

**GALVESTON COUNTY, TEXAS
VEHICLE LISTING BY DEPARTMENT**

FAID	VIN NO.	YEAR	MAKE	MODEL	DESCRIPTION	UNIT	LIC NO.	MILEAGE	AS OF DATE	LOCATION
000000030075	4XARH68A082380643	2008	POLARIS	RANGER-08 4X4	UTILITY VEHICLE FOR		XY3803			
000000030429	1FTWF30RX9EB12538	2009	FORD	F-350	2009 4 X 2 ONE TON	UNIT 7905	1074632	15,737	05/16/2011	
000000030498	4XATH76A2A2152731	2010	POLARIS	RANGER-800XP	POLARIS- RANGER			1		
000000031125	1FTFW1EFXBFA87854	2011	FORD	F150	FOUR WHEEL DRIVE 1/2	UNIT C7102	1122926	7	05/10/2011	
000000030816	1FT8W3BT5BEB90684	2011	FORD	F350 4X4 CREW CAB SS SR	PICKUP TRUCK	C7101	1112394			
TOTAL COUNT: 30										
DEPARTMENT: 544042 Beach Maintenance-Rd & Bridge										
000000029344	1FTWW31R28EA18344	2008	FORD	F-350 4WD CREW CAB	PICKUP TRUCK	UNIT 704	1005990	76,674	03/15/2011	
TOTAL COUNT: 1										
DEPARTMENT: 610200 County Extension										
000000026896	1GNDX03E02D312889	2002	CHEVROLET	VENTURE	PASSENGER VAN	UNIT 9201	837881	6,555	02/17/2003	
000000026957	1D7HA18D83J590403	2003	DODGE	RAM 1500 QUAD CAB	PICKUP TRUCK	UNIT 9301	847634			
000000027143	1D7HA18D451635484	2005	DODGE	RAM 1500 SLT QUAD CAB	PICKUP TRUCK	UNIT 9501	896991	35	05/23/2005	
000000029224	1GCHC23U76F206765	2006	CHEVROLET	SILVERADO 2500HD CREW	PICKUP TRUCK	UNIT 9601	215587	10		
000000030487	1FMJK1F51AEA93697	2010	FORD	EXPEDITION XLT MAX	SUV	UNIT 9001	1074761	16		
TOTAL COUNT: 5										

Attachment E:

The following examples are solely for bidding purposes only.

All products must be first line quality, top-of-the-line, equal to or exceed original equipment.

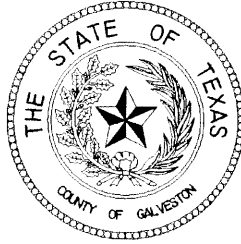
Sample Pricing:

1. 2000 4 x 2, Ford F150, 5.4L, AC, PS, PB, AT

	Part No.	Jobber Price	(+/-)% Disc.	Discount	Net Cost
Oil Filter	51515	4.19	-35%	-1.47	2.72
Air Filter	46174	7.30	-35%	-2.56	4.75
Spark Plug Set (8)	25	11.92	-20%	-2.38	9.54
Distributor Cap	FD168	15.44	-18%	-2.78	12.66
Upper Radiator Hose	71317	9.10	-15%	-1.37	7.74
Lower Radiator Hose	71318	8.75	-15%	-1.31	7.44
Disc Brake Pads (Front)					
Disk Brake Pads (Rear)					
	TOTALS	56.70			44.84

1. 2000, Ford F150, 5.4L, AC, PS, PB, AT

	Part No.	Jobber Price	(+/-)% Disc.	Discount	Net Cost
Oil Filter	51515	4.19	-35%	-1.47	2.72
Air Filter	46174	7.30	-35%	-2.56	4.75
Fuel Filter					
Spark Plug Set (8)	25	11.92	-20%	-2.38	9.54
Distributor Cap	FD168	15.44	-18%	-2.78	12.66
Upper Radiator Hose	71317	9.10	-15%	-1.37	7.74
Lower Radiator Hose	71318	8.75	-15%	-1.31	7.44
Distributor Cap					
Disc Brake Pads (Front)					
Disk Brake Pads (Rear)					
	TOTALS	56.70			44.84



State of Texas

County of Galveston

Contract

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

Contract Number: CM12286

Invitation to Bid Number: B122033 – Automotive Parts & Supplies

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

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

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

Renewal Options: (if applicable):

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

Contractor: _____

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

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

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

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

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

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

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

Executed on this the _____ day of _____, 2012.

Contractor:

By:

Date:

Galveston County

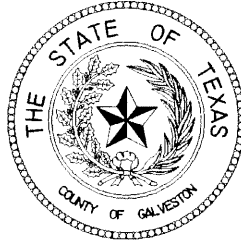
By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



State of Texas

County of Galveston

Contract

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

Contract Number: CM12286

Invitation to Bid Number: B122033 – Automotive Parts & Supplies

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

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

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

Renewal Options: (if applicable):

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

Contractor: _____

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

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

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

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

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

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Executed on this the _____ day of _____, 2012.

Contractor:

By:

Date:

Galveston County

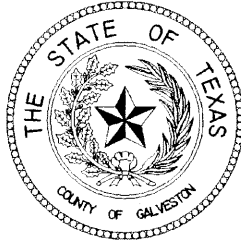
By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



State of Texas

County of Galveston

Contract

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

Contract Number: CM12286

Invitation to Bid Number: B122033 – Automotive Parts & Supplies

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

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

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Renewal Options: (if applicable):

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

Contractor: _____

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

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

Payment Bond Required: () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

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

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

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

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

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

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

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

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

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

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

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

18. **Immunity Retained:** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

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

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

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

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

Executed on this the _____ day of _____, 2012.

Contractor:

By:

Date:

Galveston County

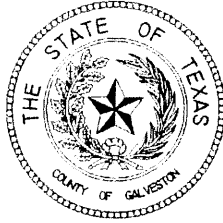
By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, 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).

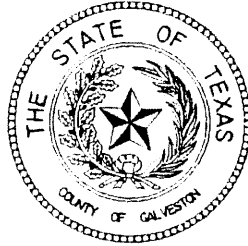
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

Social security number									

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

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 ³
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 ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4

Signature of person doing business with the governmental entity

Date