

**BID #: B122020**  
**OPEN: 03/27/2012**  
**TIME: 2:00 PM**

**INVITATION TO BID**  
**ALARM SERVICES**  
**GALVESTON COUNTY, TEXAS**

Sealed bids in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **2:00 PM** on **03/27/2012** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21<sup>st</sup> Street), Fifth (5th) Floor, Galveston, Texas 77550. Any bid received after **2:00 PM** on the date specified will be returned unopened.

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

**Bid #: B122020**  
**ALARM SERVICES**

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

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

Bids 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 bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB  
Purchasing Agent  
Galveston County

**GENERAL PROVISIONS  
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**1. BID PACKAGE**

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

**2. TIME FOR RECEIVING BIDS**

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

**3. BID OPENING**

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

**4. REJECTION OF BIDS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all bids and waive any informality in the bids received; (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein.

**5. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

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

**6. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the bidder 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.

**7. EXCEPTIONS TO BID**

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

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**8. PRICING**

Bids will be either lump sum or unit prices as shown on the bid 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 bid.

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

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

**9. PROCUREMENT CARD**

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 you bid submittal.

**10. 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/>.

**11. 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 bid.

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

**12. MODIFICATION OF BIDS**

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

**13. AWARD OF BIDS**

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

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

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters. Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract.

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

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

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County.

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Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid 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 Invitation to Bid, item 29, page 7, Proof of Insurance.

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.

**14. RESULTANT CONTRACT**

The resultant contract if applicable, 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, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal.

**15. 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.

**16. TERMINATION FOR DEFAULT**

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

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

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

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

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

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

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**17. 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 bidder should this contract be terminated early.

**18. 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.

**19. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Invitation to Bid 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.

**20. CONTRACTOR INVESTIGATION**

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

**21. NO COMMITMENT BY COUNTY OF GALVESTON**

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

**22. SINGLE BID RESPONSE**

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

**23. REJECTION/DISQUALIFICATION OF BIDS**

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

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

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**24. CHANGES IN SPECIFICATIONS**

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

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid 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 bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

**25. BID DISCLOSURES**

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

**26. PROTEST**

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) 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 this procedure is followed.

**27. WITHDRAWAL OF BID**

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

**28. 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**

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**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.**

**29. PROOF OF INSURANCE**

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

**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.**

**30. CONFLICT OF INTEREST DISCLOSURE REPORTING**

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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



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

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

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

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

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

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

**31. 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.

**32. NON-COLLUSION AFFIDAVIT**

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

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 Invitation to Bid.

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

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### 33. PROCUREMENT ETHICS

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

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

#### **CODE OF ETHICS – Statement of Purchasing Policy**

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

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

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

#### **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 bid therefore pending before this government.

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**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.

**35. OPEN RECORDS**

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

**If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.**

**36. NOTICE**

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows:

To the County at:

Hon. Mark A. Henry, County Judge  
722 Moody  
Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

And to:

Rufus G. Crowder, CPPB  
Purchasing Agent  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 621-7987

Harvey Bazaman  
Director of County Legal  
722 Moody, Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 770-5560

**SPECIAL PROVISIONS**  
**ALARM SERVICES**  
**GALVESTON COUNTY, TEXAS**

**SCOPE**

The County of Galveston is seeking a vendor to provide Alarm Monitoring Services to facilities at various locations within Galveston County. Facilities may be added and/or deleted at any time during the duration of this contract by Galveston County. Successful vendor shall utilize existing wiring infrastructure if possible to provide the level of monitoring as specified. Any alterations must be fully explained and pricing for such shall be included in bid submittals. All bid prices submitted are considered firm and include installation. Galveston County is tax exempt and no taxes should be added to any proposed pricing.

**TERM**

It is the intent of the County to award an alarm monitoring services contract for an initial period of one (1) year. The Galveston County Commissioners' Court may extend the contract on a year to year basis for up to two (2) additional one (1) year periods, provided such an extension is in the best interest of the County and mutually agreeable between both parties.

**TERMINATION OF CONTRACT**

This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered, or terminated by the County. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor. The Galveston County Commissioners' Court reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

**LOCATIONS AND EQUIPMENT**

Please refer to Exhibit A, Locations and Equipment for the various locations within the County.

**GENERAL INFORMATION**

Control components shall be as specified unless an equal is approved in writing by the Galveston County Purchasing Agent no later than seven (7) days prior to bid opening.

All firms submitting bids must have a staffed, 24 hour monitoring station and response time must be within 5 minutes of alarm.

Security system shall carry a full one (1) year warranty at no charge to the County.

Security company shall provide 24 hour response for repair to systems.

The Contractor shall furnish all labor, tools, materials, equipment, vehicles, and services in order to complete the total work in accordance with the specifications, applicable codes, and regulations.

All work shall conform to the requirements of all applicable local, state, and national codes and regulations.

If phone lines are not available, monitoring via internet and back-up radio is acceptable.

When the specifications call for special materials and/or equipment, they shall be installed to the manufacturer's recommendations.

The Contractor shall not employ subcontractors without the advance written permission of the Galveston County Commissioners' Court.

**SPECIAL PROVISIONS**  
**ALARM SERVICES**  
**GALVESTON COUNTY, TEXAS**

Assignment of the Agreement shall not be made without the advance written consent of the Galveston County Commissioners' Court.

No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the Galveston County Commissioners' Court.

The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

This Agreement is considered a non-exclusive Agreement between the parties.

The successful contractor hereby certifies that this Agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

This Agreement, including the General and Special Conditions and all Amendments or Addendums issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

**Galveston County reserves the right to add or delete locations and/or equipment under the provisions of this Agreement.**

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

**Charles Kenworthy, Facilities Manager**  
**722 Moody, 6th Floor, County Courthouse**  
**Galveston, Texas 77550**  
**Telephone: (409) 766-2385**  
**Fax: (409) 770-5132**  
**E-mail: [charles.kenworthy@co.galveston.tx.us](mailto:charles.kenworthy@co.galveston.tx.us)**

**\*Open/closing reports are to be mailed monthly for all locations to Facility Manager.**

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**West County Building**  
**11730 Hwy 6**  
**Santa Fe, Texas 77510**

**Mechanical Room**

- 1 ea #7212 Radionics Control Communicator
- 1 ea #8108A U.L. Listed Control Communicator Enclosure
- 1 ea #1640 Transformer
- 1 ea #8004 Transformer Enclosure
- 1 ea #PC1270 Battery
- 1 ea #D161 Telephone Line Connecting Cord
- 1 ea #RJ31X Telephone Line Connecting Block
- 2 ea #8128C Octipopit Zone Expander
- 1 ea #748 Outdoor Tamper Resistant Siren

**Justice of Peace**

- 1 ea #1255W Alpha IV Keypad Command Center with a custom Alphanumeric Display
- 5 ea Door Contacts
- 3 ea DS835 Tri-Tech Motion Detectors

**Commissioners Office**

- 1 ea 720W Non-alpha Keypad Command Center with LED Display
- 1 ea Door Contact
- 1 ea DS835 Tri-Tech Motion Detector

**Constables Office**

- 1 ea 720W Non-alpha Keypad Command Center with LED Display
- 1 ea Door Contact
- 1 ea DS835 Tri-Tech Motion Detector

**Tax Office**

- 1 ea 1255W Alpha IV Keypad Command Center with a Custom Alphanumeric Display
- 3 ea Door Contacts
- 2 ea Roll Down Shutter Contacts
- 1 ea Safe Door Contact
- 4 ea DS835 Tri-Tech Motion Detectors

**Radio Back-up**

- 1 ea 7050 E Long Range Radio Transceiver for 24 hour monitoring of alarm system via wireless radio transmitted signals to a central station located in Galveston County

Install management control for 24 hour supervised open/close reporting with reports mailed monthly for Constable, Commissioner, J.P. and Tax Office

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Galveston County Annex**  
**174 Calder Road**  
**League City, Texas 77573**

**Control Components**

- 1 ea Ademco Vista100 Control Communicator
- 1 ea 1451 Direct Connect Transformer
- 2 ea PC1270 Batteries
- 1 ea D122 Dual Battery Harness
- 2 ea RJ31X Telephone Connecting Block
- 2 ea 161 Telephone Line Connecting Cord
- 2 ea 4208U Zone Expansion Module
- 1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
- 1 ea 6139 Alpha Keypad
- 5 ea Door Contacts
- 1 ea Safe Contact
- 4 ea Interior Motion Detectors

\*\*\*Hook up to main building fire alarm panel for 24-hour monitoring of all fire alarm signals.

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Jerry J Esmond Juvenile Center**  
**6101 Attwater Ave**  
**Texas City, Texas 77590**

Hook up and program existing subscriber owned silent knight 5128 digital alarm communicator transmitter to building fire alarm panel.

**Monitoring Service**

Connect dual line digital communicator to subscribers existing telephone lines for 24-hour monitoring of all fire alarm signals and 24-hour test reports.



**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**La Marque Pumping Station**  
**Between Lake Road and I-45 on levy**  
**La Marque, Texas 77568**

**Control Components**

- 1 ea ADEMCO 4140 XMP Control Communicator
- 1 ea 1361 Plug in Transformer
- 1 ea PC1270 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone Connecting Cord
- 1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
- 1 ea 4208U Zone Expansion Module
- 1 ea 5137 Alpha Numeric Keypad
- 4 ea Perimeter Door Contacts
- 1 ea Exhaust vent, Wood Dowell Screen
- 1 ea DS970 Motion Detector
- 2 ea ALEPH AB250Q Outdoor Photo-Electric Beams

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision.

**\*\*24-HOUR MAINTENANCE CONTRACT INCLUDING ALL PARTS & LABOR\*\***

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Records Warehouse**  
**2007 Sealy**  
**Galveston, Texas 77550**

**Control Components**

- 1 ea ADEMCO 4140XM Control Communicator
- 1 ea 1361 Plug in transformer
- 1 ea PC1270 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone Connecting Cord
- 1 ea 4208U Zone Expansion Module
- 1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
- 1 ea 6139 Alpha Keypad
- 9 ea Perimeter Door Contacts
- 2 ea Interior Motion Detectors
- 1 ea CADDX 2000 Fual Glass Break Detector

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Galveston County Senior Citizens Center**  
**2201 Ave L**  
**Galveston, Texas 77550**

**Control Components**

- 1 ea Radionics 8112G2 Control Communicator
- 1 ea 8103 Enclosure
- 1 ea 1640 Plug in Transformer
- 1 ea PC1270 Battery
- 2 ea RJ3X Telephone Connecting Block
- 2 ea 161 Telephone Line Connecting Cord
- 1 ea 8128A Octopopit Modules
- 1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
- 1 ea D128 Dual Phone Line Switcher
- 1 ea 1252 Alpha Numeric Keypad
- 6 ea Perimeter Door Contacts
- 4 ea Interior Motion Detectors
- 3 ea CADDZ 2000 Dual Glass Break Detector

**\*\*HOOK UP TO BUILDING FIRE ALARM PANEL FOR 24-HOUR MONITORING OF ALL FIRE ALARM SIGNALS\*\***

**South Side Meeting Room Door**

- 1 ea 279 Sub-zone Remote
- 1 ea D56 Keypad Back Box
- 1 ea Door Contact

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Tax Office Vault (Galveston)**  
**722 Moody**  
**Galveston, Texas 77550**

**Control Components**

- 1 ea ADEMCO 4180-12 Control Communicator
- 1 ea 1349 Plug in Transformer
- 1 ea PC1270 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone connecting Cord
- 2 ea 691 Proms
- 1 ea 4178 Remote Arming Module

13 ea Wireless Panic Buttons

- 1 ea 5322 Keypad
- 3 ea Door Contacts
- 1 ea Interior Motion Detector
- 2 ea 135 Degree Rate of Rise Heat Detectors

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Tax Office (Texas City)**  
**2516 Texas Ave**  
**Texas City, Texas 77590**

**Control Components**

- 1 ea ADEMCO Vista40 Control Communicator
- 1 ea 1361 Plug in Transformer
- 1 ea PC1270 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone Connecting Cord
- 1 ea AMESCO SSX612 Outdoor Tamper Resistant Siren
- 1 ea 6139 Alpha Keypad
- 2 ea Door contacts
- 1 ea Safe Contact
- 2 ea Interior Motion Detectors

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

AES 7050E transceiver for 24-hour monitoring of all alarm signals and telephone line supervision.

Added: 2 key pads & motion detectors for building burglary. Also wireless panic buttons in adult probation.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Texas City Flood Gate**  
**5000 Levy Road**  
**Texas City, Texas 77590**

**Control Components**

- 1 ea ADEMCO Vista40 Control Communicator
- 1 ea 1361 Plug in Transformer
- 2 ea PC1270 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone Connecting Cord
- 1 ea AMSECO SSX612 Outdoor Tamper Resistant Siren
- 1 ea Altronix SMP3PM 12VDC Supervised Power Supply
- 1 ea 6139 Alpha Keypad
- 3 ea Door contacts
- 3 ea Outdoor Photo-Electric Beams

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision.

**\*\*24-HOUR MAINTENANCE CONTRACT INCLUDING ALL PARTS AND LABOR\*\***

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Texas City Pumping Station**  
**Loop 197 across from Carbide**  
**Texas City, Texas 77590**

**Control Components**

- 1 ea ADEMCO 1023 Alarm Processing Center
- 1 ea 5241 Self Contained Keypad
- 1 ea 496 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone Connecting Cord
- 1 ea 678 Digital Dialer
- 1 ea 691 Prom
- 1 ea 6590EN Telephone Line Fault Monitoring Service
- 1 ea Altronix SMP3PM 12VDC Supervised Power Supply
- 1 ea PC1270 Battery
- 1 ea 1640 Plug Transformer
- 2 ea Perimeter Door Contacts
- 2 ea Overhead Door Contacts
- 1 ea Aleph HA350D Outdoor Photo-Electric Beam

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

Seaboard radio transmitter for 24-hour monitoring of alarm signals and telephone line supervision.

**\*\*24-HOUR MAINTENANCE CONTRACT INCLUDING PARTS AND LABOR\*\***

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Precinct 7 Bayshore Annex**  
**4500 10<sup>th</sup> Street**  
**Bacliff, Texas**

**Building (Partition #1)**  
**Clerk/Judge's Office (Partition #2)**  
**Constable's Office (Partition #3)**

**Building - Partition #1**

- 1 ea Siren Tamper
- 1 ea Front Door (TIME DELAY)
- 1 ea Back Door
- 1 ea Control Tamper
- 1 ea Front Entry Area Glass Breakage
- 1 ea Main Building Front Hall Motion Detector
- 1 ea Main Building Back Hall Motion Detector

**Clerk/Judge's Office (Partition #2)**

- 1 ea Clerk/Judge Office Double Doors (TIME DELAY)
- 1 ea Clerk's Office Motion Detector
- 1 ea Secretary's Office Motion Detector
- 1 ea Judge's Office Motion Detector
- 1 ea Secretary's Office Glass Breakage
- 1 ea Judge's Office Glass Breakage
- 1 ea Clerk's Office Glass Breakage

**Constable's Office (Partition #3)**

- 1 ea Constable's Back Office Door
- 1 ea Constable's Office Double Doors (TIME DELAY)
- 1 ea Closet Door
- 1 ea Constable's Office Closet Motion Detector
- 1 ea Constable's Office Front Office Motion Detector
- 1 ea Middle Office Motion Detector
- 1 ea Constable's Back Office Motion Detector
- 1 ea Front Office Glass Breakage
- 1 ea Middle Office Glass Breakage
- 1 ea Back Office Glass Breakage

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals



**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Galveston County Mosquito Control**  
**5115 Hwy 3**  
**Dickinson, Texas 77563**

**Control Components**

- 1 ea ADEMCO Control Communicator
- 1 ea Transformer
- 1 ea Battery
- 1 ea Telephone Line Connecting Block
- 1 ea Telephone Line Connecting Cord
- 1 ea Outdoors Tamper Resistant U.L. Listed Siren
- 1 ea (8)-Point Zone Expander

**Keypad**

- 1 ea 6160 Alpha Keypad with a Two Line Custom Alphanumeric Display

**Door Contacts**

- 1 ea MPS9WG Old Shop East Passage Door (TIME DELAY)
- 1 ea 2315AL Track Mount Overhead Door Carwash Area
- 1 ea 2315AL Track Mount New Shop North Overhead Door

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Galveston County Mosquito Control**  
**2720 Terminal Drive**  
**Galveston, Texas 77551**

**Control Components**

- 1 ea VISTA 50P ADEMCO Control Communicator
- 1 ea 1361 Transformer
- 1 ea PC1270 Battery
- 1 ea RJ31X Telephone Line Connecting Block
- 1 ea 620 Telephone Line Connecting Cord
- 1 ea 748 Outdoors Tamper Resistant U.L. Listed Siren

**Keypad**

- 1 ea 6160 Alpha Keypad with a Two Line Custom Alphanumeric Display

**Door Contacts**

- 1 ea MPS9WG Front Door

**Motion Detector**

- 1 ea DS970 Tri-Tech Motion Detector in the Hanger

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Wayne W. Johnson Community Center & Service Center**  
**(Carbide Park)**  
**4102 FM 519**  
**LaMarque, Texas 77568**

- \*Monitor burglar & fire alarm
- \*Radio back-up

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Emergency Management Facility**  
**1353 FM 646**  
**Dickinson, Texas 77539**

- \*Monitor fire alarm 24 hours
- \*Radio back-up

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Galveston County Courts Facility & Central Plant**  
**600 59<sup>th</sup> Street**  
**Galveston, Texas 77551**

- \*Monitor fire alarm 24 hours

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Joe Max Taylor Law Enforcement Facility**  
**601 54<sup>th</sup> Street**  
**Galveston, Texas 77551**

- \*Monitor fire alarm 24 hours

\*Monitor the Burglar alarms for Sheriff Office Identification Division:

- ID Vault
- ID Property Room
- ID Office
- ID File Room

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Dickinson Senior Citizens Center**  
**2714 Highway 3**  
**Dickinson, Texas 77539**

\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Novelli Warehouse (Offsite Records Storage)**  
**7817 Bayside**  
**Galveston, Texas 77551**

\*Monitor fire alarm 24 hours  
\*District Clerk  
\*County Clerk/Juvenile  
\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**JP 8-2 Friendswood**  
**607 South Friendswood Drive #30**  
**Friendswood, Texas 77563**

\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Galveston County Medical Examiners Office**  
**6607 Emmett F. Lowry Expressway**  
**Texas City, Texas 77510**

\*Monitor burglar alarm and fire alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**JP 6 Crystal Beach Annex**  
**946 Nobel Carl Drive**  
**Crystal Beach, Texas 77650**

\*Monitor fire alarm 24 hours  
\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Care Here Clinic**  
**1701 23<sup>rd</sup>**  
**Galveston, Texas 77550**

\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Auto Crimes Task Force**  
**1620 Gill Road**  
**Dickinson, Texas 77539**

\*Radio back-up  
\*Internet back-up  
\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Popovich Annex**  
**1924 Sealy**  
**Galveston, Texas 77550**

\*Radio back-up  
\*Monitor fire alarm 24 hours  
\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**Johnnie Henderson Annex**  
**203 Vauthier**  
**LaMarque, Texas 77568**

\*Radio back-up  
\*Monitor fire alarm 24 hours  
\*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**BID: #B122020**  
**OPEN: 03/27/2012**  
**2:00 PM**

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Galveston County Courthouse**  
**722 Moody**  
**Galveston, Texas 77550**

- \*Monitor fire alarm 24 hours
- \*Wireless panic devices in Tax Office
- \*Tax Office/Engineers Office/Commissioners Office
- \*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Sheriff Department Marine Division**  
**2020 Sealy**  
**Galveston, Texas 77550**

**Control Components**

- 1 ea ADEMCO Vista40 Control Communicator
- 1 ea 1361 Plug in Transformer
- 1 ea PC1270 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone Connecting Cord
- 1 ea 6139 Alpha Keypad
- 1 ea Front Entrance Door Contact
- 1 ea Interior Motion Detector

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Facilities Garage**  
**2002 Sealy**  
**Galveston, Texas 77550**

**Control Components**

- 1 ea ADEMCO Vista40 Control Communicator
- 1 ea 1361 Plug in Transformer
- 1 ea PC1270 Battery
- 1 ea RJ31X Telephone Connecting Block
- 1 ea 620 Telephone Connecting Cord
- 1 ea 6139 Alpha Keypad
- 1 ea Front Entrance Door Contact
- 1 ea Interior Motion Detector
- 1 ea Heat Detector

**Monitoring Service**

Connect digital dialer to subscribers existing telephone line for 24-hour monitoring of all alarm signals.

Management control system for 24-hour monitoring of all open and close signals with reports mailed once a month.



**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Galveston County Courthouse Central Plant**  
**722 Moody**  
**Galveston, Texas 77550**

- \*Monitor fire alarm 24 hours
- \*Wireless panic devises in Tax Office
- \*Tax Office/Engineers Office/Commissioners Office
- \*Monitor burglar alarm

Connect digital dialer to supervisors existing telephone line for 24 hour monitoring of all alarm signals

**BID: #B122020**  
**OPEN: 03/27/2012**  
**2:00 PM**

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Danny Weber Sr.**  
**Fire Station #5**  
**5728 Avenue H**  
**Galveston, Texas 77550**

\*Monitor fire alarm 24 hours

**ALARM SERVICES – GALVESTON COUNTY  
EXHIBIT A  
LOCATIONS AND EQUIPMENT**

**Texas Agrilife Extension Office Building  
4102 FM 519  
La Marque, Texas 77568**

**CONTROL COMPONENTS:**

1 ea VISTA 128FBP	Honeywell control Communicator Panel
1 ea 1451	Direct connect transformer
2 ea PC1270	Standby battery
1 ea SSX52B	Outdoor tamper resistant siren with strobe
1 ea IGSMCF	Internet transmitter with cellular back up (UL version)
1 ea 4208U	Zone expander

**KEYPADS:**

1 ea 6460W	Premier alpha keypad with a two line custom alphanumeric display; front foyer
1 ea 6160CR-2	Red fire alarm monitoring keypad – front foyer

**DOOR CONTACTS:**

2 ea MPS9WWG	Front southeast double doors
2 ea MPS9WWG	Front southwest double doors
1 ea MPS9WWG	Back door
3 ea 2505AL	Back mechanical room doors

**MOTION DETECTORS:**

1 ea DS970	Front foyer
2 ea DS9370	Ceiling mount tri-tech in large work room
1 ea DS835iT	Back middle hall by back door with glass
1 ea DS835iT	Northwest office on corner of building
1 ea DS835iT	Northwest office off the corner of the building
1 ea DS970LR	West hallway north side looking south
1 ea DS970LR	West hallway south side looking north
1 ea DS835iT	Front office next to front lobby

**NOTE:**

- **ALL CABLES SHALL BE PLENUM RATED**

**FIRE ALARM PANEL CONNECTIONS:**

Connect to provide alarm relay for fire alarm monitoring  
Connect to provide trouble relay for fire alarm trouble monitoring  
Connect to provided supervisory relay for sprinkler supervisory signals

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Texas Agrilife Extension Office Building**  
**4102 FM 519**  
**La Marque, Texas 77568**

**(Continued)**

**AES RADIO BACK UP:**

1 ea 7450xl	4 channel radio
1 ea 1640	Plug in transformer
1 ea PC1240	Standby battery
1 ea 2.5 db	Ventenna antenna

**MONITORING SERVICES:**

Connect Digital Communicator to IGSMCF for 24 hour monitoring of all burglar and fire alarm signals transmitted to our Central Station over the internet with cellular back up.

Management Control for 24 hour supervised monitoring of all openings and closings with a monthly activity report mailed, faxed or emailed.

Connect to AES radio for 24 hour back up monitoring of all alarm signals transmitted over an approved UL Fire NFPA-72 compliant RF radio.

**ALARM SERVICES – GALVESTON COUNTY  
EXHIBIT A  
LOCATIONS AND EQUIPMENT**

**Galveston County Animal Resource Center  
3412 Loop 197 North  
Texas City, Texas 77590**

**CONTROL COMPONENTS:**

1 ea VISTA 128FBP	Honeywell Control Communicator Panel
1 ea 1451	Direct connect transformer
2 ea PC1270	Standby battery
1 ea SSX52B	Outdoor tamper resistant siren with strobe
1 ea IGSMCF	Internet transmitter with cellular back up (UL version)
5 ea 5800RP	Radio Frequency Repeaters
1 ea 4208U	Zone expander
2 ea 5881ENH	High zone wireless receiver

**FIRE KEYPAD:**

1 ea 6160CR-2	Red fire reset keypad
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**PARTITION #1 – Fire Enunciator (Red Keypad)**

**PARTITION #2 – New Building Security**

**PARTITION #3 – Back Stray Dog Kennels**

**PARTITION #4 – Old existing building security**

**KEYPADS: (5) 6160 – Premier alpha keypad with a two line custom alphanumeric display**

1 ea	Front foyer
1 ea	Side door #200C
1 ea	Stray dog #400 door
1 ea	Stray dog #402 door
1 ea	Back door in medical treatment area

**DOOR CONTACTS: (31) 5818mnl Wireless transmitters**

2 ea	Front entrance double doors
1 ea	Boiler room door
1 ea	Corridor door #200C
1 ea	Electrical room door
1 ea	Corridor door #200A
1 ea	Medical treatment door
1 ea	Interior medical storage door
1 ea	Corridor door #100B
1 ea	Cat colony 115 door
1 ea	Cat colony 116 door
2 ea	Adoption dog 118 interior doors

**ALARM SERVICES – GALVESTON COUNTY  
EXHIBIT A  
LOCATIONS AND EQUIPMENT**

**Galveston County Animal Resource Center  
3412 Loop 197 North  
Texas City, Texas 77590  
(Continued)**

- 1 ea Adoption dog 118 perimeter door
- 1 ea Corridor #100C back door
- 2 ea Adoption dog 124 interior doors
- 1 ea Corridor 100C west door
- 2 ea Adoption dog 123 interior doors
- 1 ea Corridor 100C south door
- 2 ea Adoption dog 117 interior doors
- 1 ea Cat colony 108 door
- 1 ea Stray dog 402 south door
- 1 ea Stray dog 403 north back door
- 2 ea Stray dog 403 side doors
- 2 ea Stray dog 401 side doors
- 1 ea Stray dog 401 back north door
- 1 ea Stray dog 401 south door

**MOTION DETECTORS:**

- 1 ea BDL2 Tri-tech in Manager's office

**NOTE:**

- ALL CABLES SHALL BE PLENUM RATED

**FIRE ALARM PANEL CONNECTIONS:**

Connect to provided alarm relay for fire alarm monitoring  
Connect to provide trouble relay for fire alarm trouble monitoring  
Connect to provided supervisory relay for sprinkler supervisory signals

**AES RADIO BACK UP MONITORING:**

- 1 ea 7850e Radio Transceiver
- 1 ea PC1240 Standby battery
- 1 ea RT1640SL/M Plug in transformer with power indicator LED
- 1 ea 2.5 db Antenna on top of AES cabinet

**MONITORING SERVICES:**

- Connect Digital communicator to IGSMCF for 24 hour monitoring of all burglar and fire alarm signals transmitted to our Central Station over the internet with cellular back up.
- Management Control for 24 hour supervised monitoring of all openings and closings with a monthly activity report mailed, faxed or emailed.
- AES radio back up for 24 hour monitoring of alarm signals transmitted to an approved UL Fire NFPA-72 compliant RF radio.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**Mid County Annex**  
**9850 Emmett F. Lowry Expressway**  
**Texas City, Texas 77590**

**FIRE RADIO LOCATION: NEXT TO FIRE PANEL**

**FIRE RADIO:**

1ea 7788F	UL Fire NFPA-72 compliant RF Radio
1ea 1640	Class II plug in transformer
1ea 1640-ENCL	Transformer enclosure
1ea PC1270	Standby battery

**MONITORING SERVICES:**

Connect Fire alarm to EAS radio for 24 hour monitoring of all fire alarms, fire troubles and supervisory signals transmitted to an approved UL Fire NFPA-72 compliant RF radio.

**ALARM SERVICES – GALVESTON COUNTY**  
**EXHIBIT A**  
**LOCATIONS AND EQUIPMENT**

**City of Galveston Fire Station #5**  
**5828 Avenue H**  
**Galveston, Texas 77551**

**MONITOR EXISTING NOTIFIER FIRE ALARM**

**CONTROL COMPONENTS:**

1ea IGSMCF Honeywell stand alone commercial fire communicator, triple path technology

**SCOPE OF WORK:**

- Install the above hardware
- Connect to existing fire alarm relay in Notifier Panel
- Connect to existing trouble relay in Notifier Panel
- Connect to existing supervisory relay in Notifier Panel
- Run CAT5e wire from IGSMCF to network router or switch
- County IT personnel shall configure port to allow IGSMCF to operate over the network



**LINE ITEM DETAIL**  
**ALARM SERVICES**

BID #: B122020  
OPEN: 03/27/2012  
2:00 PM

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	99005	ALARM SERVICES AT AUTO CRIMES TASK FORCE 1620 GILL ROAD DICKINSON, TEXAS 77539	1	EA		\$ _____	\$ _____
0002	99005	ALARM SERVICES AT COUNTY ANNEX 172 CALDER ROAD LEAGUE CITY, TEXAS 77573	1	EA		\$ _____	\$ _____
0003	99005	ALARM SERVICES AT JERRY J ESMOND JUVENILE CENTER (FIRE ALARM MONITORING) 6101 ATTWATER AVENUE TEXAS CITY, TEXAS 77590	1	EA		\$ _____	\$ _____
0004	99005	ALARM SERVICES AT LA MARQUE PUMPING STATION BETWEEN LAKE ROAD & I-45 ON LEVY LA MARQUE, TEXAS 77568	1	EA		\$ _____	\$ _____
0005	99005	ALARM SERVICES AT MID COUNTY ANNEX 9850 EMMETT LOWRY EXPRESSWAY TEXAS CITY, TEXAS 77590	1	EA		\$ _____	\$ _____

**LINE ITEM DETAIL**  
**ALARM SERVICES**

BID #: B122020  
OPEN: 03/27/2012  
2:00 PM

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	99005	ALARM SERVICES FOR RECORDS WAREHOUSE 2007 SEALY GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0007	99005	ALARM SERVICES AT SENIOR CITIZENS CENTER 2201 AVENUE L GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0008	99005	ALARM SERVICES AT TAX OFFICE VAULT (GALVESTON) 722 MOODY GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0009	99005	ALARM SERVICES AT TAX OFFICE (TEXAS CITY) 2516 TEXAS AVENUE TEXAS CITY, TEXAS 77590	1	EA		\$ _____	\$ _____
0010	99005	ALARM SERVICES AT TEXAS CITY FLOOD GATE 5000 LEVY ROAD TEXAS CITY, TEXAS 77590	1	EA		\$ _____	\$ _____
0011	99005	ALARM SERVICES AT TEXAS CITY PUMPING STATION - LOOP 197 ACROSS FROM CARBIDE TEXAS CITY, TEXAS 77590	1	EA		\$ _____	\$ _____

**LINE ITEM DETAIL**  
**ALARM SERVICES**

BID #: B122020  
OPEN: 03/27/2012  
2:00 PM

**GALVESTON COUNTY, TEXAS**

<b>VENDOR ID</b>	<b>Item No.</b>	<b>Product Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Catalog #</b>	<b>Unit Price</b>	<b>Extended Price</b>
	0012	99005	ALARM SERVICES AT WEST COUNTY BUILDING 11730 HIGHWAY 6 SANTA FE, TEXAS 77510	1	EA		\$ _____	\$ _____
	0013	99005	ALARM SERVICES AT PRECINCT 7 BAYSHORE ANNEX - 4500 10TH STREET BACLIFF, TEXAS 77518	1	EA		\$ _____	\$ _____
	0014	99005	ALARM SERVICES AT GALVESTON COUNTY MOSQUITO CONTROL DISTRICT 5115 HIGHWAY 3 DICKINSON, TEXAS 77539	1	EA		\$ _____	\$ _____
	0015	99005	ALARM SERVICES AT GALVESTON COUNTY MOSQUITO CONTROL DISTRICT 2720 TERMINAL DRIVE GALVESTON, TEXAS 77551	1	EA		\$ _____	\$ _____
	0016	99005	ALARM SERVICES AT WAYNE W. JOHNSON COMMUNITY CENTER (CARBIDE PARK) 4102 FM 519 LA MARQUE, TEXAS 77568	1	EA		\$ _____	\$ _____

**LINE ITEM DETAIL**  
**ALARM SERVICES**

BID #: B122020  
 OPEN: 03/27/2012  
 2:00 PM

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0017	99005	ALARM SERVICES AT EMERGENCY MANAGEMENT FACILITY 1353 FM 646 DICKINSON, TEXAS 77539	1	EA		\$ _____	\$ _____
0018	99005	ALARM SERVICES AT CENTRAL PLANT 722 MOODY GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0019	99005	ALARM SERVICES AT GALVESTON COUNTY COURTHOUSE 722 MOODY GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0020	99005	ALARM SERVICES AT DICKINSON SENIOR CITIZENS CENTER 2714 HIGHWAY 3 DICKINSON, TEXAS 77539	1	EA		\$ _____	\$ _____
0021	99005	ALARM SERVICES AT NOVELLI WAREHOUSE (OFF SITE RECORDS STORAGE) 7817 BAYSIDE GALVESTON, TEXAS 77551	1	EA		\$ _____	\$ _____

**LINE ITEM DETAIL**  
**ALARM SERVICES**

BID #: B122020  
 OPEN: 03/27/2012  
 2:00 PM

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0022	99005	ALARM SERVICES AT J.P. PRECINCT 8-2 607 SOUTH FRIENDSWOOD DRIVE #30 FRIENDSWOOD, TEXAS 77546	1	EA		\$ _____	\$ _____
0023	99005	ALARM SERVICES AT GALVESTON COUNTY MEDICAL EXAMINERS 6607 EMMETT F. LOWRY EXPRESSWAY TEXAS CITY, TEXAS 77590	1	EA		\$ _____	\$ _____
0024	99005	ALARM SERVICES AT J.P. PRECINCT 6 CRYSTAL BEACH ANNEX 946 NOBEL CARL ROAD CRYSTAL BEACH, TEXAS 77650	1	EA		\$ _____	\$ _____
0025	99005	ALARM SERVICES AT CARE HERE CLINIC 1701 23RD STREET GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0026	99005	ALARM SERVICES AT GALVESTON COUNTY COURTS & CENTRAL PLANT 600 59TH STREET GALVESTON, TEXAS 77551	1	EA		\$ _____	\$ _____

**LINE ITEM DETAIL**  
**ALARM SERVICES**

BID #: B122020  
 OPEN: 03/27/2012  
 2:00 PM

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0027	99005	ALARM SERVICES AT JOE MAX TAYLOR LAW ENFORCEMENT 601 54TH STREET GALVESTON, TEXAS 77551	1	EA		\$ _____	\$ _____
0028	99005	ALARM SERVICES AT FACILITY GARAGE 2002 SEALY GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0029	99005	ALARM SERVICES AT POPOVICH ANNEX 1924 SEALY GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0030	99005	ALARM SERVICES AT SHERIFF DEPARTMENT MARINE DIVISION 2020 SEALY GALVESTON, TEXAS 77550	1	EA		\$ _____	\$ _____
0031	99005	ALARM SERVICES AT CARBIDE PARK SERVICE CENTER 4102 MAIN, FM 519 LA MARQUE, TEXAS 77568	1	EA		\$ _____	\$ _____

**LINE ITEM DETAIL**  
**ALARM SERVICES**

BID #: B122020  
 OPEN: 03/27/2012  
 2:00 PM

**GALVESTON COUNTY, TEXAS**

**VENDOR ID**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0032	99005	ALARM SERVICES A JOHNNIE HENDERSON ANNEX 203 VAUTHIER LA MARQUE, TEXAS 77568	1	EA		\$ _____	\$ _____
0033	99005	ALARM SERVICES FOR ANIMAL RESOURCE CENTER 3412 LOOP 197 NORTH TEXAS CITY, TEXAS 77590	1	EA		\$ _____	\$ _____
0034	99005	ALARM SERVICES FOR TEXAS AGRILIFE FACILITY 4102-B FM 519 LA MARQUE, TEXAS 77563	1	EA		\$ _____	\$ _____
0035	99005	ALARM SERVICES FOR DANNY WEBER FIRE STATION #5 5728 AVENUE H GALVESTON, TEXAS 77551	1	EA		\$ _____	\$ _____

**Extended Price Total of all Iter** \$ \_\_\_\_\_

BID #: B122020  
OPEN: 03/27/2012  
2:00 PM

**BID SHEET**  
**ALARM SERVICES**  
**GALVESTON COUNTY, TEXAS**

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

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

OPTIONS TO RENEW 2 Extensions/1 Year Options

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
TITLE

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

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

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

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

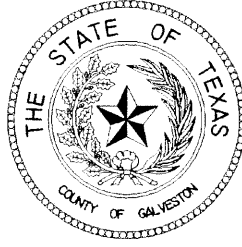
\_\_\_\_\_  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

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

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

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





**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:** CM12108

**Invitation to Bid Number:** Bid #B122020 - Alarm Services

**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 (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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**County and Contractor agree as follows:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_

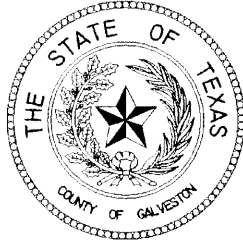
\_\_\_\_\_

**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:** CM12108

**Invitation to Bid Number:** Bid #B122020 - Alarm Services

**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 (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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**County and Contractor agree as follows:**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

**Executed** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**Contractor:**

\_\_\_\_\_

**By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_

**Galveston County**

**By:**

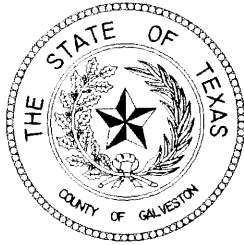
**Date:**

\_\_\_\_\_  
**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:** CM12108

**Invitation to Bid Number:** Bid #B122020 - Alarm Services

**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 (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

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**County and Contractor agree as follows:**

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

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

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

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

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

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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.

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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.

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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.

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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:**

\_\_\_\_\_

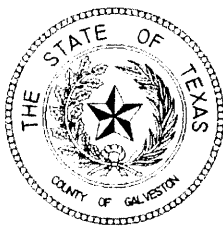
\_\_\_\_\_

**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), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

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

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

Insurance requirements are as follows:

**Public Liability and Property Damage Insurance:**

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

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



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

**Worker's Compensation Insurance:**

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

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

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

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

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

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

**Procurement Policy - Special Note:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Questions/Concerns:**

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

## CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

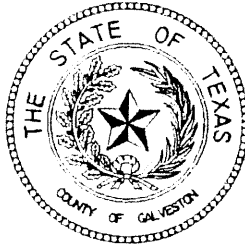
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

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

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

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



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

rev. 1.3, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
-------------------	--

Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

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

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

Areas below are for County use only.

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

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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/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.

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

<sup>2</sup> However, the following payments made to a corporation 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
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 <sup>4</sup>
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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "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.

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

\*Note. 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

### Privacy Act Notice

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



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

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

\_\_\_\_\_  
Date