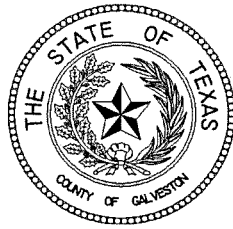


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR QUALIFICATION

RFQ #B181048

**COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT**

QUALIFICATION DUE DATE: 08/09/2018

2:30 P.M. CST

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

RFQ #B181048
OPEN: 08/09/2018
TIME: 2:30 P.M.



**REQUEST FOR QUALIFICATION
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

Sealed qualifications in **sets of eight (8), one (1) unbound original and seven (7) copies**, will be received in the office of the Galveston County Purchasing Agent **until 2:30 P.M. CST, on Thursday, August 9, 2018** and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed qualifications are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any qualifications received after 2:30 P.M. CST on the specified date will be returned unopened.**

Purpose:

Galveston County is soliciting statements of qualifications to obtain professional engineering services associated with obtaining an after the fact permit from the United States Army Corps of Engineers for beach raking/grooming on the beaches of Bolivar Peninsula located in Galveston County, Texas.

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

RFQ #B181048

Coastal Engineering Services for USACE Beach Maintenance Permit

Qualifiers name, return address, and the enclosed label should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListings.aspx>.

This solicitation is for a professional services contract and shall be awarded on the basis of demonstrated competence and qualifications. Any customary fees regarding the resultant contract will be negotiated for a fair and reasonable price and may not exceed any maximum provided by law.

Bonding Requirements:

There are no bonding requirements for this solicitation.

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

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

**REQUEST FOR QUALIFICATIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

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1. QUALIFICATIONS PACKAGE

*The Request for Qualifications, general and special provisions, drawings, specifications/line item details, contract documents, addenda (if any), and the Qualifications are all part of the Qualifications package. **QUALIFICATIONS must be submitted in sets of eight (8), one (1) unbound original, and seven (7) copies** on the forms provided by the County if County forms are provided, and shall include the Qualification sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the qualification sheets/contract page(s) may disqualify the qualifications from being considered by the Commissioners Court. Any individual signing on behalf of the Qualifier expressly affirms that he or she is duly authorized to tender this qualifications and to sign the qualifications under the terms and conditions in this request for qualifications on behalf of the Qualifier and to bind the Qualifier to the terms and conditions of this request for qualifications and the Qualifier's qualifications hereto. Qualifier further understands that Qualifiers' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners Court and the contract is properly executed by the Commissioners Court. If this request for qualifications involves figure, then 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 qualifications on behalf of the Qualifier. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail. Each Qualifier is required to thoroughly review this entire request for qualifications package to familiarize themselves with the request for qualifications procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Qualifier will execute with the County. Qualifier is also sometimes referred to as "Respondent" herein.*

2. RESPONDENT'S RESPONSIBILITY

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

- A. have adequate financial resources or the ability to obtain such resources as required;
- B. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this request for qualifications;
- C. have a satisfactory record of performance;
- D. have a satisfactory record of integrity and ethics; and
- E. be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING QUALIFICATIONS

Qualifications (response to request for qualifications) may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Qualifier must deliver the Qualifications to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

**Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550**

Qualifications (also sometimes referred to herein as "Response") will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions sections of this solicitation. Qualifications must be received by the County Purchasing Agent on or before the deadline for the opening of the

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qualifications. For clarity, mailing date/postmark is **not** sufficient – qualifications **must be received** by the County Purchasing Agent on or before the deadline. Late qualifications will not be accepted and will be returned to the Qualifier unopened. Qualifications received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept qualifications from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purpose of this solicitation and thus shall be the determinant of whether the qualifications was timely received.

The Qualifier should prominently identify the procurement number and name on the outside of the envelope/ mailing package. A label shall be provided for this purpose and usage of the label is preferred. If the qualifier fails to identify the request for qualifications number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation 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 qualifications.

If a qualifications is not submitted, return this Request for Qualification and state reason (s), otherwise your name may be removed from the Purchasing Agent's mailing list.

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement process, **qualifiers are to direct all communications regarding this request for qualifications only to the Galveston County Purchasing Agent**, unless otherwise specifically noted.

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

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

**Rufus Crowder, CPPO CPPB, Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us**

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective qualifiers by addendum. No inquiries except clarification of instructions will be addressed by telephone.

Qualifier is advised to carefully review this Request for Qualifications – it provides specific information necessary to aid participating firms in formulating a thorough response. Qualifier's failure to examine all documents shall not entitle the qualifier to any relief from the conditions imposing in the Request for Qualifications and the resultant contract.

An authorized person from the qualifier must sign the qualifications. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the qualifications on behalf of the qualifier and to bind the qualifier to the terms and conditions of this Request for Qualifications, the qualifications, and all other terms and

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conditions of the contract. By this signature, the qualifier further acknowledges that the qualifier has read the Request for Qualifications, all addenda hereto (if any), and the Qualifier's qualifications documents thoroughly before submitting a qualifications and will fulfill the obligations in accordance to the terms, conditions, and specifications detailed herein.

5. QUALIFICATIONS OPENING

The Purchasing Agent shall open the qualifications on the date and time specified herein. Only the names of the Qualifiers will be read at the opening. Qualifications shall be opened in a manner that avoids disclosure of the contents to competing offerors and that keeps the qualifications secret during negotiations. The Purchasing Agent will examine qualifications promptly and thoroughly. Upon opening, no qualifications may be withdrawn for a period of sixty (60) calendar days after the qualifications opening date.

6. WITHDRAWAL OF QUALIFICATIONS/FIRM BID RULE

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

7. COMMISSIONERS COURT

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

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

8. REJECTION OF QUALIFICATIONS/DISQUALIFICATION

Galveston County, acting through its Commissioners Court, reserves the right to:

- reject any and all qualifications in whole or in part received by reason of this request for qualifications;
- waive any informality in the qualifications received;
- disregard the qualifications of any qualifier determined to be not responsible;
- disregard the qualifications of any qualifier determined to have not submitted its qualifications timely; and/or
- discontinue its efforts for any reason under this request for qualifications package at any time prior to actual execution of contract by the County.

Qualifiers may be disqualified and rejection of qualifications may be recommended to the Commissioners Court for any of (but not limited to) the following causes:

- A. Failure to use the qualifications forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of qualifier;
- C. Failure to properly complete the qualifications;

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- D. Failure to meet the mandatory requirements of this request for qualifications; and/or
- E. Evidence of collusion among qualifiers.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

10. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if qualifier desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Qualifier, by submission of its qualifications, certifies that if awarded any portion of this procurement, the qualifier will supply only material and equipment that is 100% asbestos free.

11. EXCEPTIONS TO QUALIFICATIONS

The qualifier will list on a separate sheet of paper any exceptions to the conditions of this request for qualifications. This sheet will be labeled, "Exceptions to Qualifications Conditions", and will be attached to the qualifications. If no exceptions are stated, it will be understood that all general and special conditions will be complied with, without exception.

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

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

12. PRICING

Pricing not requested in request for qualifications.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful

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contractor. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your Qualifications submittal.

14. PASS THROUGH COST ADJUSTMENTS

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

In extreme extenuating circumstances, Contractors may be allowed to temporarily “pass through” additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor’s cost for the Contractor’s 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) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor’s ensuing negotiations after qualifying.

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

15. MODIFICATION OF QUALIFICATIONS

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

16. PRE-QUALIFICATION CONFERENCE

A pre-qualification conference for the purpose of discussing contract requirements and answering questions of prospective qualifiers may be conducted in this procurement. A pre-qualification conference may be mandatory or voluntary. If the pre-qualification conference is mandatory, then the County is authorized to condition acceptance of a qualifications on compliance with attendance. The Special Provisions of this procurement shall specify if a pre-qualification conference is to be held and shall specify whether the conference is mandatory or voluntary. Regardless of whether the conference is mandatory or voluntary, only a principal, officer, or employee of the qualifier may represent the qualifier at the pre-qualification conference and no person may represent more than one qualifier at the conference.

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17. SIGNATURE OF QUALIFICATIONS

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

18. AWARD OF CONTRACT – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible Qualifier who is determined to be the most qualified, demonstrating the best ability to fulfill the requirements set forth in this Request for Qualification.

Each Qualifier, by submitting a Qualification, agrees that if their Qualification is accepted by the Commissioners' Court, such Qualifier will furnish all items and services requested and agreed in a resultant contract.

The professional service shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in compliance with any resultant contract.

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

The County of Galveston reserves the right to accept qualifications on individual items listed, or group items, or on the qualification as a whole; to reject any and all qualifications; to waive any informality in the qualifications; to disregard qualifications that are not submitted timely; to disregard the qualifications of qualifiers determined to be not responsible; and to accept the qualification that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written qualifications.

In determining and evaluating the best qualification, factors will include the basis of demonstrated competence and qualifications to perform this service. The Commissioners Court shall be the sole judge in the determination of these matters.

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

A Qualifier whose Qualification does not meet the mandatory requirements set forth in this request for qualifications will be considered non-compliant.

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The request for qualifications which appears in the newspaper, or other authorized advertising mediums, these general provisions, the specifications which follow, the qualifications sheets, and any addenda issued are all considered part of the request for qualifications.

Each Qualifier, by submitting its' qualifications, agrees that if its qualifications is accepted by the Commissioners Court, such Qualifier will furnish all items and services upon the terms and conditions in this request for qualifications and the resultant contract.

Notice of contract award is anticipated to be made within ninety (90) days of opening of qualifications to the most qualified respondent and whose qualifications complies with all the requirements in the request for qualifications.

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 Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

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

19. DISPUTE AFTER AWARD/PROTEST

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

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)

The Qualifier acknowledges that the County is a government 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 provisions of the Public Information Act.

If qualifier considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its qualifications, the qualifier expressly affirms that it has clearly and conspicuously marked any information within its submission that qualifier considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the qualifier has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the qualifier of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the qualifier to submit correspondence to the Attorney General if the qualifier wishes its information to be withheld. Qualifier is deemed to have knowledge of the Public Information Act. **By the submission of its qualifications, qualifier expressly acknowledges that the burden to withhold its' information from public disclosure lays with the qualifier;** thus, qualifier further acknowledges and agrees that it shall submit comments to

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the Texas Attorney General in the request for decision process if qualifier wishes to have its' information withheld from public disclosure.

21. QUALIFIER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE

Notwithstanding the foregoing Section 20, qualifier acknowledges and agrees that the confidentiality of any and all email addresses qualifier uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and qualifier consents to the release of its email addresses.

22. RESULTANT CONTRACT

The County will enter into negotiations with the Qualifier selected as most qualified by Commissioners Court. Following successful negotiations of contract terms, including pricing, Qualifier shall correctly and fully execute the resultant contract. After having done so, the contract shall be set for consideration at a properly noticed meeting of Commissioners Court. If Commissioners Court authorized execution of the contract on behalf of the County, the resultant contract shall take effect upon execution of the contract by the authorized representative of Commissioners Court. Contract documents shall consist of the resultant contract, the general and special provisions, the drawings, the response submitted by the Qualifier to the RFQ (also referred to herein as qualifications), addenda issued (if any), and any change orders issued and approved during the work.

Qualifier should include in its RFQ response proposed contract terms or a sample of proposed contract terms or a sample of proposed material terms and conditions.

In the event that the County and Qualifier are unable to negotiate mutually agreeable contract terms, Commissioners Court may authorize the County to enter into negotiations with the next most qualified qualifier or may cancel the RFQ in its entirety.

23. CONTRACT TERM

The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

24. 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) business 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) business 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 qualifier of the provisions of the contract shall be issued by the County through its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

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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 qualifications or further negotiations. At a minimum, qualifier 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 qualifier.

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

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

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

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted qualifications and the contract.

25. TERMINATION FOR CONVENIENCE

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

26. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

27. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for qualifications is an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

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28. CONTRACTOR INVESTIGATION

Before submitting a qualifications, each qualifier 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. Qualifier shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the qualifier receives an award as a result of its submission in this procurement, the qualifier's failure to have made such investigations and examinations will in no way relieve the qualifier 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 and/or for excused nonperformance.

29. NO COMMITMENT BY COUNTY OF GALVESTON

This request for qualifications 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 qualifications in response to this request for qualifications and does not commit the County of Galveston to procure or contract for services or supplies.

30. QUALIFICATION COSTS BORNE BY QUALIFIER

Galveston County shall not be liable for any costs incurred by qualifier in preparation, production, or submission of a qualification and shall not be liable for any work performed by qualifier prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by qualifier by reason of attending a pre-qualifications conference. Galveston County shall not be liable for any costs incurred by qualifier during negotiations, including but not limited to those incurred by reason of the County invoking use of best and final offers.

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this request for qualifications, a written notice of such revision will be provided to all qualifiers 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 or officials, unless such clarification or change is provided to qualifiers in a written addendum from the Purchasing Agent. Qualifiers are advised to inquire prior to the submission deadline as to whether any addenda to this request for qualifications have been issued, as the successful qualifier will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of qualifications. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's request for qualifications list for this material/service or those who have obtained documents from the Purchasing Agent's Office subsequent to the advertisement. If revisions and amendments require changes in quantities proposed, the date set for opening of qualifications may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their qualifications. In any case, the qualifications opening shall be at least seven (7) business days after the last revising or amendment addendum and the addendum shall include an announcement of the new date, if applicable, for the opening of qualifications.

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32. QUALIFICATION IDEAS AND CONCEPTS

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

33. QUALIFICATION DISCLOSURES

While this procurement is pending, the names of those who submitted qualifications will not be made public unless in conformity with the County Purchasing Act. Likewise, no staffing, or other contents of the qualifications information will be released unless in conformity with the County Purchasing Act. Qualifiers are requested to withhold all inquiries regarding their qualifications or other submissions until after an award is made. No communication is to be had with any County employee or official, other than the County Purchasing Agent, regarding whether a qualifications was received - violations of this provision may result in the rejection of a qualifications.

34. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

35. REQUIREMENT OF AND PROOF OF INSURANCE

The successful qualifier shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

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

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Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to qualifier that the contract is being activated as written proof of such insurance and further provided that qualifier shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

Proof of renewal/replacement coverage shall be provided prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

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

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

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

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

The County agrees to provide qualifier 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. Qualifier 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 qualifier.

In no event shall the County be liable for any damage to or destruction of any property belonging to the qualifier.

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Subrogation Waiver. Qualifier and qualifier’s insurance carrier waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from qualifier’s performance under this agreement.

36. QUALIFICATIONS GUARANTEE

Not Applicable.

37. PERFORMANCE AND PAYMENT BONDS (if required)

Successful qualifier, before beginning work, shall execute a performance bond and a payment bond as required under the resultant contract if such is required

38. PATENT AND COPYRIGHT PROTECTION

The qualifier agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Qualifier shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, trademarked, trade secret, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, or other intellectual property rights, including its use by the County.** Qualifier also agrees that if qualifier is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by qualifier.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Qualifier may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving and family relationship reporting. If qualifier is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

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

Gift-giving. If qualifier has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars (\$100.00) during the preceding 12-months, then qualifier **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

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

Family relationship. If qualifier has a “family relationship” with a local government officer of Galveston County then qualifier **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether qualifier has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, “family relationship” means qualifier is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter

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573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

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

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

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

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

For qualifier's convenience, a blank CIQ Form is enclosed with this request for qualifications package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

It is qualifier's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if qualifier is required to file by the requirements of Chapter 176 of the Local Government Code. Qualifier is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code, and the failure to file may be grounds to void the contract, if qualifier is awarded a contract.

If qualifier has any questions about compliance with Chapter 176, qualifier may wish to consult its' legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

40. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

Under Section 2252.908 of the Government Code, any business entity that enters into a contract with Galveston County that requires the approval of the Commissioners Court must submit a "Disclosure of Interested Parties" to the County prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission, and is the "Form 1295". **This procurement is subject to these requirements.**

The Texas Ethics Commission was charged with promulgating rules to implement Section 2252.908 of the Government Code. The rules adopted by the Texas Ethics Commission are located at Sections 46.1, 46.3, and 46.5 of Title 1 of the Texas Administrative Code. Thus, the law covering these requirements is located at Section 2252.908 of the Government Code, and in Title 1, Sections 46.1, 46.3, and 46.5 of the Texas Administrative Code.

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The Texas Ethics Commission's website is: www.ethics.state.tx.us. The area of the Texas Ethics Commission website pertaining to Form 1295 is:

www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Form 1295 must be completed electronically through the Texas Ethics Commission website (handwritten forms are not allowable). Once the business entity has completed their electronic filing of Form 1295, then the business entity must print out the electronically completed form, and sign and notarize the Form 1295. Once Form 1295 is signed and notarized, the business entity must submit their completed, signed, and notarized Form 1295 to the Galveston County Purchasing Agent.

Successful Qualifier is and shall be subject to these requirements, and no resultant contract may be executed by the Commissioners Court until the completed, signed, and notarized Form 1295 is on file with the County Purchasing Agent.

No portion of the Form 1295 process commits the County to any type of award of contract whatsoever.

After the Purchasing Agent's Office receives the completed, signed, and notarized Form 1295, the Purchasing Agent's Office will, within 30 days, go the Texas Ethics Commission website to submit electronic confirmation of the County's receipt of the completed, signed, and notarized Form 1295.

41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

Qualifier certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, qualifier has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its qualifications. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Qualifier's qualifications and is a mandatory requirement of this request for qualifications. Qualifier's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for qualifications and grounds for the rejection of Qualifier's qualifications.** Qualifier shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

If the contract to be awarded pursuant to this procurement involves the use of Federal funds, then qualifier must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to this procurement.

Information regarding the SAM is available at:

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<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw> or at
<https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any qualifier unless and until such registration is current and in good standing under SAM. Successful qualifier must maintain SAM registration throughout the entire term of the agreement with the County. If this contract involves the use of Federal funds, then qualifier must enclose proof of such SAM registration within its response, which is also a mandatory requirement of this procurement; failure to enclose such proof shall be considered non-compliance with the requirements of this procurement and grounds for the rejection of Qualifier's response to this procurement (i.e., bid, proposal, or qualifications statement, as applicable).

42. SOVEREIGN IMMUNITY

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

43. CONTROLLING LAW AND VENUE

Qualifier acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

44. MERGERS, ACQUISITIONS

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

If subsequent to the award of any contract resulting from this request for qualifications the Qualifier shall merge or be acquired by another firm, the following documents must be submitted to the County:

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New entity's Federal Identification Number (FEIN);
- C. New entity's proposed operating plans;
- D. New entity's proof of registration in SAM;
- E. New entity's certification regarding debarment;
- F. New entity's certification regarding lobbying; and
- G. W-9 Form for new entity.

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

45. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Qualifier agrees it will make

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no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by qualifier attributed to these delays, should any occur. In addition, qualifier agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

46. ACCURACY OF DATA

Information and data provided through this request for qualifications are believed to be reasonably accurate.

47. SUBCONTRACTING/ASSIGNMENT

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

48. INDEPENDENT CONTRACTOR

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

49. MONITORING PERFORMANCE

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

50. SUBJECT TO APPROPRIATION OF FUNDS

State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

51. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the qualifier acknowledges that the obligations of the County under the contract are contingent upon the

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continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

52. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy:

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

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

To achieve the purpose of this Article, 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; or
- Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Gratuities:

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree

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to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid 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 to any person associated therewith, as an inducement for the award of a contract, 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 other person.

Prohibition against Contingent Fees:

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

Representation:

Qualifier represents and warrants, by signing and submitting its qualifications, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:

The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

53. NON-COLLUSION AFFIDAVIT

Qualifier certifies, by signing and submitting a qualifications, that the qualifications is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the qualifications 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 qualifications, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham qualifications or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other qualifier, or to fix any overhead, profit or cost element of the proposed price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the qualifications are true; and further, that the contractor has not, directly or indirectly, submitted his or her 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 qualifications and ensuing negotiations.

A blank Non-Collusion Affidavit is included with this qualifications packet. Qualifier must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its qualifications. This is a mandatory requirement of this request for qualifications. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its qualifications shall be considered non-compliance with the

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requirements of this request for qualifications by the Qualifier and grounds for the rejection of Qualifier's submission.

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

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.

54. CERTIFICATION REGARDING LOBBYING

Qualifier certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. Qualifier shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of qualifier's response and is a mandatory requirement of this request for qualifications. Qualifier's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for qualifications and grounds for the rejection of the qualifier's response. Submission of the certification is a prerequisite for making or entering into a contract with qualifier and is imposed by Section 1352, Title 31, United States Code. Further, any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

55. NON-DISCRIMINATION

- a. **Equal Employment Opportunity:** Qualifier will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Qualifier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

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and selection for training, including apprenticeship. Qualifier agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Qualifier will, in all solicitation or advertisements for employees placed by or on behalf of qualifier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Qualifier will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Qualifier will include the provisions herein in every subcontract or purchase order unless exempted.

- b. Drug Free Work Place Act: Qualifier shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.
- c. Americans with Disabilities Act: Qualifier shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.
- d. OSHA Regulations: Qualifier agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.
- e. Compliance with Immigration Laws and Use of E-Verify: Qualifier agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Qualifier further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Qualifier shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Qualifier will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).
- f. State and Federal Law Compliance: Qualifier agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

56. RECORD RETENTION AND RIGHT TO AUDIT

Qualifier shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, qualifier shall allow the County reasonable access to the records in qualifier's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then qualifier shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and qualifier shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

57. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these

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requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

- (1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.
- (2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
 - (b) cancellation, termination, or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions.** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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58. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Qualifier certifies that it, including all of its principals, is/are current in child support payments and that it is eligible to receive payments from State funds under a contract for property, materials, or services. Qualifier acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its response in this request for qualifications, the Qualifier certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Qualifier within its response to the request for qualifications and that all such persons are current in child support payments.

59. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its qualifications, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution represented by Contractor or anyone acting for such natural person, proprietorship, firm, corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

60. LABOR STANDARDS

On contracts funded under a federal grant: Qualifier acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Qualifier shall comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (40 U.S.C. 3145, 29 C.F.R. Part 3), the Davis-Bacon and Related Acts (40 U.S.C. 3141-3148, 29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Qualifier is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

61. PROCUREMENT LAWS

- a. Qualifier shall comply with all applicable local, State, and Federal laws, rules, and regulations.
- b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:
 - 1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).
 - (a) During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

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advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, or veteran status.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:
- (a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and

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- (d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts, and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

A women's business enterprise is a business enterprise that is: (a) at least 51 percent owned by one or more women or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and (b) whose management and daily operations are controlled by one or more women.

A minority business is a business that is (a) at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority group members; and (b) whose management and daily operations are controlled by one or more minority group members.

- 3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.
- (a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (c) **Breach.** A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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5.) Contract Work Hours and Safety Standards Act.

- (a) Where applicable, all contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.
- (b) Compliance with the Contract Work Hours and Safety Standards Act.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.
- (3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) Rights to Inventions Made Under a Contractor Agreement.

- (a) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the

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“funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
 - (c) The regulations and 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**
- (a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.
 - (b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.
- 8.) **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Qualifier agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The qualifier further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9.) **Procurement of Recovered Materials.**
- (a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).
 - (b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (1) Competitively within a timeframe providing for compliance with the contract performance schedule;

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- (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (c) Information about this requirement is available at EPA’s Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designated items is available at <https://www.epa.gov/cpg/products.htm>.

In the event of any discrepancy between the provisions in this Section 63 of General Provisions and provisions on the same subject elsewhere within this procurement, the most stringent shall control.

62. 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.

63. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or at such other address as may have been previously given in writing to the parties (qualifier shall provide its notice information with its qualifications submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when received for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

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

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

To the Contractor at:

(Qualifier to provide its contact name, address, and facsimile number for notice under the contract.)

**GENERAL PROVISIONS – REQUEST FOR QUALIFICATIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

64. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL

Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) prior to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

65. FEDERAL GOVERNMENT NOT A PARTY

Contractor acknowledges that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to Galveston County, contractor, or any other party pertaining to any matter resulting from the contract.

66. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

In contracts funded through Federal grants, Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements (31 U.S.C. § 3801, et seq.) and the implementing regulations thereunder, 49 C.F.R. Part 79, apply to Contractors actions pertaining to the contract.

67. LEAD AND ASBESTOS

If this request for qualifications involves remediation, demolition, reconstruction, rehabilitation, repair, or construction, or other applicable activities, the Contractor shall be responsible for performing investigations of lead and asbestos containing materials, and any required lead and asbestos abatement in compliance with Federal, State, and local laws, rules, regulations, ordinances and orders, relating to lead abatement and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified as Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection Regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Texas Occupations Code (lead-based paint abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations, and the National Emission Standards for Hazardous Air Pollutants. Contractor shall perform such inspections, encapsulation, remediation or other actions as required by federal, State, or local requirements in accordance with the federal Environmental Protection Agency (EPA), Texas Department of State Health Services (TXDSHS), and Texas Commission on Environmental Quality (TCEQ) requirements.

End of General Provision Section

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**REQUEST FOR QUALIFICATIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
COUNTY OF GALVESTON**

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**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

SPECIAL NOTE: The Special Provisions and the General Provisions of this Request for Qualifications and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

1. PURPOSE

Galveston County is soliciting statements of qualifications to obtain professional engineering services associated with obtaining an after the fact permit from the United States Army Corps of Engineers for beach raking/grooming on the beaches of Bolivar Peninsula located in Galveston County, Texas.

2. BACKGROUND

Galveston County, through its Galveston County Road & Bridge Department, maintains approximately 136,595 linear feet of public beach abutting the Gulf of Mexico along the Bolivar Peninsula. This entire area is unincorporated and within the jurisdiction of Galveston County. The Galveston County Road & Bridge Department has maintained the beach with five full-time employees using different methods and frequencies base on seasonal conditions. The employees rake the beach with mechanical equipment, placing the sargassum and other naturally occurring debris at the toe of the dune line. The employees operate various types of equipment including: farm type tractors fitted with front-end loaders and three point hitch rakes; a surf rake litter/debris removal machine; 4 yard end dump trailers; maintainer; dump trucks; and wheeled loaders. The county maintains beach access roads to the beach by grading the drift sand and returning it to the beach between the line of vegetation and mean high tide.

Galveston County does not and has not had a permit from the United States Army Corps of Engineers (the "Corps") for these activities and received notice of unauthorized activities from the Corps. This notification, from the Compliance Branch of the Corps, references SWG-2018-00388; Galveston County Road and Bridge Department, Unauthorized Discharge of Fill Material and Work Associated with Beach Raking/Grooming, Gulf of Mexico, Bolivar Peninsula, Galveston County, Texas.

The Corps regulates structures and/or work that is in or affects navigable waters of the United States under Section 10 of the Rivers and Harbors Act of 1899, and regulates the discharge of dredged and/or fill material into the waters of the United States under Section 404 of the Clean Water Act. Additionally, some endangered species are or may be located on Bolivar Peninsula, including the Kemp Ridley sea turtles, the piping plover, and the red knot plover, thus invoking the Endangered Species Act and the jurisdiction of the U.S. Fish and Wildlife Service.

Galveston County wishes to work cooperatively with the Corps to cure/resolve this violation, obtain a permit, and come into full compliance in its beach maintenance activities. Thus, the County wishes to procure an engineer to provide coastal engineering, comprehensive design, review, analysis, planning, surveys, studies, and other ancillary services necessary to obtain and implement federal requirements in its mechanized beach maintenance. Beach maintenance includes, but not limited to, activities associated with the removal of seaweed (i.e., sargassum), water lilies, sea grass, logs/ tree limbs and other trash/debris along beaches on Bolivar Peninsula that are located in Galveston County, Texas. The activities sought are within the scope of the practice of engineering and Respondents must have Professional Engineers, registered in the State of Texas, on staff and must have demonstrated experience in performing coastal engineering projects, including obtaining permits from the Corps, Galveston District, for coastal engineering and beach maintenance projects. Respondents must demonstrate a coastal presence or substantial history of coastal work and services within the County (preferred) and the Texas Coastal Management Zone (CMZ), knowledge of the Clean Water Act, Section 10 of the Rivera and Harbors Act, the Endangers Species Act of 1973 as amended, and other applicable requirements. The Project is further described

**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
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GALVESTON COUNTY, TEXAS**

in Section 9 of these Special Provisions.

3. PROJECT SCHEDULE(S)

It is anticipated this project will consist of multiple tasks of varying duration, scope and complexity. Specific project schedule(s) will be coordinated between the County and successful respondent(s).

4. PRE-QUALIFICATION CONFERENCE

A pre-qualifications conference is not being conducted in this Request for Qualifications.

5. DEFINITIONS

- “USACE” means the United States Army Corps of Engineers.
- “Committee” means the Review Committee, a five (5) member committee who will review and rank the responses to this RFQ.
- “Corps” means the United States Army Corps of Engineers
- “County” means the County of Galveston.
- “RFQ” means Request for Qualifications.
- “Respondent” means the individual or entity responding to this solicitation.
- “SOQ” means Statement of Qualifications, the Respondent’s response in this RFQ.

6. SCHEDULE OF EVENTS

The timeline for this RFQ is listed below. Galveston County reserves the right to change these dates and times and will notify respondents of any changes, if any.

| Action | Day of Week | Deadline (date and time) |
|---|---------------------------|---------------------------------|
| Advertise RFQ (first date of publication) | Friday | July 13, 2018 |
| Advertise RFQ (second date of publication) | Friday | July 20, 2018 |
| Pre-Qualification Conference | N/A (not being conducted) | |
| Questions due from Respondents (questions must be in writing and submitted only to the Galveston County Purchasing Agent) | Friday | July 27, 2018 |
| Statements of Qualifications due from Respondents (RFQ Opening) | Thursday | August 9, 2018 at 2:30 p.m. |

**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
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GALVESTON COUNTY, TEXAS**

7. PROCEDURE

Each Respondent must completely fill out the Vendor Packet and the enclosed Forms in this Procurement and submit same with Respondent's Statement of Qualification (SOQ) in the following quantity: **One (1) original and seven (7) copies. The One (1) Original and Seven (7) copies** shall be delivered to Rufus Crowder, CPPO, CPPB, the Purchasing Agent for Galveston County **no later than 2:30 p.m. on Thursday, August 9, 2018** at 722 Moody Avenue (21st street), Fifth (5th) Floor, Galveston, Texas 77550.

The Review Committee (Committee) will review the submitted Statements of Qualifications and upon review of the submitted SOQ's will establish an order of ranking of the respondents based on their response to this RFQ. In order to seek additional information from the respondents the Committee may develop a short list of Engineering firms / individuals to interview for the project(s). Respondents not selected for further consideration will be notified at the first opportunity.

Interviews with selected firms and/or individuals will be held in the Purchasing Conference Room, located at the Galveston County Courthouse, 722 Moody Avenue (21st street), Fifth (5th) Floor, Galveston, Texas, 77550, at which time the selected candidates will be asked to present additional information to support their SOQ's and introduce their prime team members. Selected candidates will be notified of interview times.

8. REFERENCE CHECKS

The RFQ Committee may contact references provided in response to this RFQ, contact Respondent's clients listed in its' SOQ, or solicit information from any available source concerning any aspect of the RFQ deemed pertinent to the evaluation process.

9. SCOPE OF SERVICES

County is seeking services from an Engineer licensed and authorized to practice engineering in the State of Texas to provide coastal engineering, comprehensive design, review, analysis, planning, surveys, studies, and other ancillary services necessary to obtain and implement a USACE permit for mechanized beach maintenance. Beach maintenance is to include but not limited to; activities associated with the removal of seaweed (i.e. sargassum), water lilies, sea grass, logs/ tree limbs and other trash/debris along Bolivar Beaches. Respondent's services to include comprehensive services associated with the Corps permitting process and resolution of the unauthorized work to bring Galveston County into compliance. This process is anticipated to include, but is not limited to, public comment, coordination with the Corps and other federal agencies, creation and review of standards of practice for beach maintenance activities, delineation of jurisdictional areas and mapping, biological assessment in support of receiving a biological opinion, coordinating and communicating with County officials and employees, and receiving and responding to input from the various source agencies. Resource agencies are expected to include the Corps, the U.S. Department of Interior Fish & Wildlife Service, the U.S. Environmental Protection Agency, the Texas General Land Office, the Texas Commission on Environmental Quality, and other applicable federal and/or state agencies, if any. Respondents must affirmatively demonstrate their knowledge and experience in these areas within their statement of qualifications.

One or more of the following areas of expertise may be required by the County for the successful implementation and completion of the USACE permitting process. The capability of a respondent to provide expertise in more than one (or all) of the services identified below will be considered favorably in the County's ranking and selection

**SPECIAL PROVISIONS
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process. Respondents may subcontract for such services; however, existing relationships are preferred. All subcontracting relationships for services shall be clearly documented. No priority is implied by the order of the following services requested by the County:

- Knowledge and experience in Section 10 of the Rivers and Harbors Act of 1899 requirements and permitting processes;
- Knowledge and experience in Section 404 of the Clean Water Act requirements and permitting processes;
- Knowledge and experience in the Endangered Species Act (ESA), Section 10, permit and development of a biological assessment to obtain a biological opinion under Section 7 of the ESA;
- The mechanics and dynamics of waves, currents, sediment transport, and interaction with structures;
- Beach morphology; beach face/nearshore processes; dune dynamics;
- All regulatory issues pertaining to the Texas Dune Protection Act, Open Beach Act, Galveston County Dune Protection and Beach Access Plan;
- Development of project applications and supporting documentation;
- Regulatory issues and permitting requirements associated with obtaining a permit from the Corps under Section 10 of the Rivers and Harbors Act of 1899, the Clean Water Act, and the Endangered Species Act;
- Flora, fauna, and habitats of beaches, coastal marshes, and other inter-tidal and sub-tidal environments;
- Expertise in species monitoring, including equipment and training personnel, for endangered or threatened species to satisfy permit conditions (i.e., monitoring for sea turtles and plovers during their designated nesting season);
- Global Positioning Systems (GPS) and Geographic Information System (GIS) application to coastal delineation of jurisdictional areas, coastal projects, and surveying, including but not limited to compliance with the Memorandum issued by the Corps on April 21, 2016, copy attached to these Special Provisions as **Exhibit No. 1**;
- Inter-governmental coordination; public outreach; consensus building;
- Texas Commission on Environmental Quality water quality standards;
- Regulatory authority of Galveston County jurisdictional areas by the Texas General Land Office, the Corps, and the U.S. Fish & Wildlife Service;
- Galveston County Road and Bridge draft of Standards for Beach Maintenance; and
- Independent engineering review of all above-mentioned services.

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10. DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

All work requested of Respondents described in the Scope of Services section of this RFQ will be issued by specific written work authorization from Galveston County. Such written authorization will include a particular scope of services, a schedule, a list of deliverables, and such other information or special conditions as may be necessary for the work requested. One or more authorizations may be issued under a contract during the contract term.

11. CONTRACT AND TERM

The County intends to award one (1) contract under this solicitation, for the base contract term plus all renewal periods. Services provided under any contract resulting from this RFQ will be required on an irregular and as needed basis throughout the contract period. Any contract resulting from this RFQ shall be effective from the date the contract is awarded not to exceed three (3) calendar years from that date forward. The County, at its own discretion, may extend any contract(s) awarded pursuant to this RFQ for up to two (2) additional years, subject to terms and conditions mutually agreeable to both parties. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Galveston County Commissioners Court.

12. COMPENSATION

Selected / successful Respondent(s) will be compensated on a negotiated fee per authorization basis, which shall be negotiated from Responder's currently published hourly billing rates submitted as part of their respective response to this solicitation.

13. NO GUARANTEE OF VOLUME OR USAGE

Galveston County makes no guarantee of volume or usage under any work authorization or contract resulting from this RFQ.

14. PRE-QUALIFICATION CONFERENCE

A pre-qualification conference is not being conducted in this request for qualifications.

15. WRITTEN WORK AUTHORIZATION

During the term of any contract awarded under this RFQ, the County may request Contractor to perform certain tasks, subject to a specific written work authorization. All Work Authorizations shall be in writing, signed by both parties, and shall include a scope of services, a list of tasks to be performed by Contractor, a time schedule, a list of deliverables and such other information or special conditions as may be necessary for the work requested.

16. SCORING CRITERIA

RFQ responses shall be consistently evaluated and scored in accordance with the following criteria:

**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

| Item | Scoring Percentage |
|--|--------------------|
| Qualifications of firm | 25% |
| Demonstrated ability to perform services as requested in the Scope of Services | 40% |
| Documented performance of successful completion of previous permitting activities to clients' satisfaction | 20% |
| Ability to efficiently provide coastal engineering/permitting services within Galveston County | 15% |
| Total | 100% |

17. MINIMUM QUALIFICATIONS

- Respondents must meet the minimum qualifications listed herein. Furthermore, RFQ Responses that appear unrealistic in terms of technical capability, commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected.
- Respondent shall have been in business for a minimum of three (3) years or the principals shall have had ownership/management experience in a previous company that provided engineering services associated with obtaining permits from the Corps, coastal engineering, comprehensive design, review, planning, analysis, surveys, studies and other services.
- Respondent shall have demonstrated experience in providing services in obtaining permits from the Corps, and coastal engineering services in the categories requested in the Scope of Services.
- Respondent shall employ at least one coastal engineer registered as a Professional Engineer (P.E.) in the state of Texas as a full time permanent employee of the respective company.

18. RESPONSE COMPOSITION

To be considered responsive to this RFQ, respondents shall submit a Statement of Qualifications (SOQ) and the information requested in this RFQ. The Respondent shall submit **one (1) original SOQ** marked “ORIGINAL” and **seven (7) identical copies** numbered sequentially (1 of 7; 2 of 7; 3 of 7; 4 of 7; 5 of 7; 6 of 7; and 7 of 7), together with the documents requested in the Vendor Packet and the enclosed forms. Failure to meet this condition may result in disqualification of the SOQ, and the Respondent shall receive no further consideration. For ease of evaluation, the SOQs shall be presented in a format that corresponds to and references sections outlined within this RFQ, and shall be presented in the same order. Responses to each section and subsection shall be labeled so as to indicate which item is being addressed. Exceptions to this requirement will be considered during the evaluation process.

19. DISCREPANCIES

If discrepancies are found between two or more copies of the SOQs, the original copy will provide the basis for

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resolving such discrepancies. If one copy of the SOQ is not clearly marked "ORIGINAL" the County may reject the SOQ. However, the County may, at its sole option, select one clearly marked copy to be used as the original.

20. RESPONSE LENGTH

Responses should not be overly long or exceed twenty (20) pages in length, not including appendices or attachments, and should be formatted as follows: 8 ½" x 11" papers, 12-pitch font size, and single-sided. Items such as annual reports and resumes/CVs DO NOT count towards the page limit. If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the SOQ, with specific references made to the section tab number, page, and/or paragraph where the supporting information can be found. SOQs are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFQ.

Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired.

Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

21. RESPONSE LABELING

RFQ Responses shall be placed in a sealed envelope or box and clearly labeled as follows:

REQUEST FOR QUALIFICATION NO: **RFQ #B181048**
RFQ OPENING DATE: **August 9, 2018, at 2:30 p.m.**

**FOR: COASTAL ENGINEERING SERVICES FOR
USACE BEACH MAINTENANCE PERMIT**

The County will not be held responsible for RFQ Response envelopes mishandled as a result of being improperly prepared. It is the Respondent's responsibility to mark appropriately and deliver the RFQ Response to the County by the specified date and time.

22. REQUIRED RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in the RFQ Scope of Services and to produce the specified products or services on time. In addition to providing complete information regarding how the Respondent meets /exceeds the minimum qualifications the Respondent must provide the following information formatted in the Response as follows:

Section 1

Company Narrative

The year company was founded, background and history (and parent company, if applicable) and, if incorporated, the state in which the company is incorporated and the date of incorporation. If company is an out-of-state Respondent, a Certificate of Authority to do business in Texas from the Secretary of State must be provided as an Appendix, and proof of utilizing an Engineer licensed in Texas must be provided. The Company ownership structure (Corporation, partnership, LLC, or sole proprietor) including all wholly owned subsidiaries, affiliated companies, or joint ventures. If Respondent is an affiliate of another company, or has a joint venture or strategic alliance with

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another company, list companies, please identify the parent company, former parent company's name (if any) percentage of ownership, and the percent of the parent's ownership and total revenue generated by the organization, or revenues recognized by each joint venture partner, as appropriate; location of company headquarters and location of the primary office(s) that will service any contract resulting from this RFQ, in addition to a listing of offices intended to support the contract with city, state, telephone number, email contact address, and total number of personnel at each of these offices.

Section 2

Respondent Justification

Why Respondent is qualified to provide the services described in the Scope of Services in this RFQ, focusing on the company's key strengths and advantage to the County to select the Respondent. Describe geographical service area and limitations (if any) within Galveston County, by clearly indicating primary Respondent's coverage area and coverage area(s) of any affiliates or subcontractors (if applicable).

Section 3

Respondent Logistics / Staffing Profile

Name, titles, addresses, telephone numbers, and email addresses of not more than two (2) primary company contacts. Name, address, telephone number, and email address of the Respondent's point of contact for a contract resulting from this RFQ. Respondent should provide brief resumes for key staff to be responsible for the performance of any contract resulting from this RFQ. The staff profile(s) should describe personnel by discipline and should identify the Texas Professional Engineer(s) who will sign/seal engineering work products.

Section 4

Demonstrated Project Experience

Respondent shall provide a minimum of three (3) project specific references relating to USACE federal permitting and permits amendments, preferably within the State of Texas for state, federal, and/or local government clients, undertaken within the last eight (8) years. Respondents shall be asked to provide current contact information. This information shall include:

- Client names;
- Brief project description (including location and type of project and whether USACE permits was obtained as part of the project);
- Project dates (starting and ending) and proposed timelines, change orders, delays etc.
- Staff assigned to referenced engagement who will be designated for work associated with this RFQ
- Client project manager and owner name, telephone number, fax number, and email address; and
- Any Local, State or National awards the Respondent have received as a result of their project designs, project management, project implementation or other innovative approaches to successful project completion

Section 5

Major Subconsultant Information

In addition to the requirements found in the Scope of Work Section, Respondent must identify any subconsultants with whom the Respondent intends to utilize in performing work under any contract or work order resulting from this RFQ. Respondent must indicate whether or not Respondent holds any financial interest in any subconsultant. As a condition of award, an authorized officer or agent of each proposed subconsultant shall sign a statement to the effect that the subconsultant has read and agrees to abide by Respondent's obligations under any contract

SPECIAL PROVISIONS
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awarded pursuant to this RFQ.

Section 6

Litigation History

Respondent must include in its RFQ Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last three (3) years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any Respondent. The Respondent's response may be rejected based upon Respondent's prior history with any Federal Agency, the State of Texas, Galveston County, or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations. Respondent shall inform Galveston County if it or a potential subconsultant is currently or has ever been listed on the federal debarment list.

Section 7

Conflicts

Respondent must disclose any potential conflict of interest it may have in providing the services described in this RFQ, including all existing or prior arrangements. Please include any activities of affiliated or parent organizations and individuals who may be assigned to manage this account.

Section 8

Annual Reports

Respondent shall submit an annual report, which must include:

- Last two (2) years of audited financial statements;
- If applicable, last two (2) years of consolidated statements for any holding companies or affiliates;
- An un-audited financial statement of the most recent quarter of operation;
- A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform any contract that might result from this RFQ.

23. HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

In accordance with state law, Galveston County will make a good faith effort to assist HUBs, whether minority or women-owned, whenever possible, to participate in providing goods or services to the County. The County encourages Respondents with whom it contracts to adhere to the same philosophy when selecting sub-consultants. The County has provided a link to the State's Centralized Master Bidders List (CMBL) of potential HUB sub-consultants, which may be able to assist a Respondent in fulfilling its good faith efforts as required by law. Respondents may access the CMBL for additional HUB firms that may be able to provide services to the Respondent. The CMBL may be accessed through the following web site:

<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

24. HUB MENTOR PROTÉGÉ PROGRAM

Respondents are encouraged to partner with certified HUBs that participate in the Texas Comptroller's Mentor Protégé Program. For more information on the program, and how it can assist your firm in meeting good faith effort goals, please visit:

[http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/.](http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/)

RFQ #B181048, Coastal Engineering Services
for USACE Beach Maintenance Permit
OPEN: 08/09/2018
TIME: 2:30 PM

**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

Exhibit No. 1 of Special Provisions

**Memorandum from the USACE regarding SOP and
submitting delineations using global positioning (GPS) and
geographic information system (GIS) tools and technologies**



DEPARTMENT OF THE ARMY
GALVESTON DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1229
GALVESTON, TEXAS 77553-1229

CESWG-RD

MEMORANDUM FOR All Regulatory Personnel and the Regulated Public

SUBJECT: SWG-Standard Operating Procedures; Recording and Submitting Jurisdictional Delineations Using Global Positioning Systems (GPS) and Geographic Information Systems (GIS) Tools and Technologies

1. General: The purpose of this document is to provide a set of Standard Operating Procedures (SOP) and requirements for addressing the use of GPS equipment for surveying jurisdictional delineations pursuant to Section 10 of the Rivers and Harbors Act and 404 of the Clean Water Act within the Galveston District (District). Use of this SOP is required by all who use GPS/GIS data for the purposes of obtaining a Department of the Army permit or jurisdictional determination, as well as all Regulatory personnel. U.S. Army Corps of Engineers Regulatory Guidance Letter 05-02 requires documentation sufficient to allow a reasonably accurate replication of the delineation at a future date. District Policy Statement 98-01 defines reasonably accurate as within two-meters. Significant advances in GPS technology allow the recording of differential GPS positions to sub-meter accuracy and is now the industry standard. This SOP will supersede the previous: Recording Jurisdictional Delineations Using Global Positioning Systems (GPS), dated October 2003. The District will retain discretion concerning modifications or adjustment to the spatial accuracy standard on a project to project basis. Applicants and/or landowners seeking assistance from the District in surveying their property for waters of the United States should call the Regulatory Hotline at 409-766-3869

2. Resources: The following information outlines documents referenced and used in the development of this SOP. These resources also provide additional guidance and procedures for preparing and conducting jurisdictional delineations.

- Corps of Engineers Wetlands Delineation Manual, January 1987.
- Atlantic and Gulf Coastal Plains Region Supplement (Version 2.0), November 2010.
- Great Plains Region Supplement, March 2010.
- SWG SOP: Recording Jurisdictional Delineations Using Global Positioning Systems (GPS), October 2003.
- Regulatory Guidance Letter (RGL) 05-02– Expiration of Geographic Jurisdictional Determinations of Water of the United States, June 2005.
- District Policy Statement 98-01 – Recording Wetland Delineations, June 1998.
- District Policy Statement – Electronic Distribution of Documents, July 2013.

3. Reevaluation: The District will review this SOP at least every two (2) years to determine whether changes are required to achieve its purpose. This SOP may be modified or amended at any time.

4. Organization of SOP: This SOP is divided into two sections: Data Collection and Data Submission. Each section will outline the required parameters when using GPS/GIS during delineations. A glossary of terms used in this SOP is also attached.

- I. Data Collection: This section outlines the required parameters when using GPS equipment to collect data while performing a delineation.
 - a. Written documentation of the specific type of GPS equipment used must be provided.
 - b. If multiple GPS units are used on a project, a unique prefix (letter) must be assigned to each unit, which will ensure that downloaded files for each unit contain a unique identifier within the filename.
 - c. Spatial data must be recorded and submitted as NAD 1983 Decimal Degrees with a degree of precision six digits past the decimal point.
 - d. Data must be processed to ensure positional accuracy throughout the duration of GPS data collection using either real-time or post-processing data correction.
 - i. Real-Time Data Correction.
 1. Real-Time Data correction must use a known benchmark or monument as a waypoint during the entirety of the GPS data collection.
 2. Once the benchmark or monument has been identified, the procedure for ensuring positional accuracy requires two readings/collections from the established waypoint: one at the start and one at end of each field day when GPS data collection occurs.
 3. This procedure applies to each GPS unit used for field collection that day.
 - ii. Post-Processing Data Correction: If real-time data correction is not used, post-processing differential correction must be completed and documented to ensure positional accuracy.
 - e. Instances when GPS field data collection are not optimal and will compromise data quality and accuracy, contact the District to determine the appropriate course of action in order to remain compliant.

- II. Data Submission: This section outlines the required parameters when using GIS technology to analyze and submit delineation data.
- a. Submitted spatial directories and files names must NOT contain non-alpha-numeric characters and/or spaces, with the exception of underscores. A logical naming convention for submitted files must include:
 - i. Project Number;
 - ii. Unique File Name;
 - iii. Date of Acquisition/Creation (YYYYMMDD).
 - b. All submitted spatial data layers must include attribute data for each polygon, line, or data point surveyed and mapped. The table must include the following information for each point surveyed:
 - i. Complete SWG Project Number (when possible);
 - ii. Unique number, name, and/or comment;
 - iii. NAD 1983 Decimal Degrees with a degree of precision six digits past the decimal point;
 - iv. Number of satellites (minimum 4);
 - v. PDOP value of 6 or less;
 - vi. Distances between each consecutively numbered survey point;
 - vii. Date Recorded;
 - viii. Initials of data collector or creator;
 - ix. Receiver Type;
 - x. Correction and/or Accuracy Status.
 - c. GPS and GIS data must be in separate data folders following a logical data structure.
 - d. The wetland survey map(s) must include the following information:
 - i. Standard mapping conventions (e.g. north arrow, scale, legend) and features which facilitate the correlation of map locations with ground features.
 - ii. A vicinity map.
 - iii. The following standard base layers must be included in the submitted map product(s) when applicable and available:
 1. Roads: streets, highways, interstates, etc.;
 2. Hydro: major streams, rivers, creeks, etc.;
 3. Political Boundaries: county, state, etc.;
 4. NWI;
 5. DOQQ Imagery;
 6. DRG;
 7. Lidar and/or DEM;
 8. FEMA NFHL/FIRM (100 year floodplain);
 9. Soils.

- iv. Reference block which identifies the project, surveyors and date.
 - v. Identity, location and size of all aquatic resource limits within the project boundary. Acreage not examined for aquatic resources must be clearly indicated.
 - vi. MHTL, HTL, OHWM, where appropriate.
 - vii. Consecutively numbered delineation boundary points, line segments, control points and sample points (e.g. A-1, A-2, A-3, etc.) delivered in ESRI geodatabase formats.
 - viii. Symbols must be easily and quickly identifiable when displayed in color and black and white.
 - ix. Symbols must be clearly distinguishable between other symbols when displayed in color and black and white.
- e. Metadata is required for all submitted spatial data layers. Minimal requirements include content description, content abstract, source, vintage, accuracy, viewing resolution, condition, projection, responsible party, contact phone number, method of collection, description of attributes, and any other pertinent identifiers or descriptors. The following details must be incorporated within the appropriate metadata fields:
- i. Complete SWG Project Number (when possible);
 - ii. Name of project;
 - iii. Name(s) of data collectors;
 - iv. EHE/EPE or maximum PDOP (using 4 satellites);
 - v. Coordinate system (projection, datum & zone);
 - vi. Type(s) of GPS units used;
 - vii. The range of field collection dates;
 - viii. Name of Base Station used for correction;
 - ix. Name and version of software used for downloading and any corrections;
 - x. Any editing performed on the raw data;
 - xi. Signature block certifying accuracy.
- f. Hardcopy and digital wetland survey maps must be submitted.
- i. Hardcopy submission:
 - 1. At minimum, the hardcopy version must be 8.5 x 11;
 - 2. The District may request paneled hardcopy maps, in a visible scale, if the project encompasses an extensive and complex area;
 - 3. When requested, a large scale, copy of the survey map must also be presented to the District representative for field verification purposes.
 - ii. Digital Submission must include: .pdf(s) of all hardcopy map, geodatabases, and all other appropriate associated data files. Digital data may be transmitted via either:
 - 1. CD-ROM;
 - 2. Email, if attachment size is appropriate;

3. AMRDEC. AMRDEC is a Safe Access File Exchange (SAFE) system for securely exchanging large files to a .gov or .mil email address. The maximum upload size of all documents is 2GB. The maximum number of files is 25. The system accepts .zip files. AMRDEC can be accessed online at <https://safe.amrdec.army.mil/safe/>. See District Policy Electronic Distribution of Documents, July 2013 for further details. The District will print the list of documents received for the administrative record.
 - g. An Excel spreadsheet listing each aquatic resource must also be included.
 - i. At minimum, the list must include the location coordinates and acreage of the aquatic resource.
 - ii. Ask the District for the most recent version of the ORM aquatic resources upload sheet.
 - h. When feasible, distances between selected GPS survey points will be measured for accuracy. All errors must be corrected before the map will be verified.
 - i. In cases of complex or controversial projects, we reserve the right to request the seal and signature of a Registered Professional Land Surveyor (RPLS).
 - j. The surveyed jurisdictional boundary may be field verified by a District representative accompanied by the surveyor who prepared the information.
- III. Data Storage: Permanent storage of all submitted GPS/GIS digital data from an applicant will be stored electronically in the District's database. District personnel will place all submitted digital data on the W drive (W:\eGIS\Regulatory) for QA/QC process.
5. Conclusion: District personnel will assess collected and submitted data to ensure consistency with this SOP. The District reserves the right to request additional data and/or information related to submitted data. For further assistance on this SOP, please call the Regulatory Hotline at 409-766-3869.

Kimberly S. Baggette
Kimberly S. Baggette
Chief, Regulatory Division
Galveston District

Date: 4/21/2016

GLOSSARY

Accuracy - The degree of conformance between the estimated or measured position, time, and/or velocity of a GPS receiver and its true time, position, and/or velocity as compared with a constant standard.

Almanac - Data transmitted by a GPS satellite, which include orbit information on all the satellites, clock correction, and atmospheric delay parameters. The almanac is used to facilitate rapid SV acquisition. The orbit information is a subset of the ephemeris data with reduced precision.

Attribute - Tabular information about a specific feature, generally stored in a table and linked to the feature by a unique identifier.

Base Station - GPS files collected continuous from community base stations, local base stations, or Continually Operating Stations (CORS). Gathering base files will require an internet connection and software that dials into a server that houses the base station data collected at the same time of the rover. Data stored on these servers will not be available in real-time, as such, this step is conducted after field collection. Trimble users would use the Differential Correction utility supplied in Pathfinder Office.

Coordinates - The x- and y-values that define a location in a planar or three-dimensional coordinate system.

Differential correction - The merging of rover file data with base map data to correct position errors due to atmospheric interference. Autonomous data (rover) are collected in the field while base data are stored at the stationary base station. The two datasets are loaded into a post-processing software package where corrections are applied. This process will reduce errors in the field collected data (the rover) by correlating and correcting for known errors recorded in the base file that has the same time tag. As distance between the rover and base file increase, there is degradation in post-processed accuracy. In general, a degradation of one part per million (1ppm) occurs as the distance between the base station and rover increases. For example, one millimeter of degradation occurs for every kilometer between base and rover.

Datum (*geodetic datum*) - A mathematical model that is designed to fit a point on the earth's surface to an ellipsoid. Commonly used datums are North American Datum (NAD) 1927, and NAD 1983, modeled to represent the North American continent.

Digitize - To convert the shapes of geographic features from media such as paper maps or raster imagery into vector x, y coordinates.

DEM - Digital Elevation Model. A digital representation of a continuous variable over a two-dimensional surface by a regular array of z values referenced to a common datum.

DOQQ - Digital Orthophoto Quarter Quad. A USGS Aerial Photo product of One-Meter resolution. 3.75' Area; created from the National Aerial Photography Program.

DRG - Digital Raster Graphic. A USGS product, a scanned USGS topographic map.

EHE/EPE - Estimated Horizontal Error (EHE) Estimated Precision Error (EPE).
Describes the strength of a satellite configuration on the accuracy of data collected with GPS receivers.

ESRI - Environmental Science Research Institute. Accessible: www.esri.com

Feature - A feature is the spatial location of a physical object, or some event or phenomenon. Features are often referred to as graphic data in a GIS. Examples include a tree (point), road (line), or land parcel (polygon).

FEMA NFHL/FIRM - Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL) Flood Insurance Rate Map (FIRM). A digital database that contains flood hazard mapping data from FEMA's National Flood Insurance Program. For Regulatory purposes, the 100-year floodplain must be illustrated on appropriate maps.

FGDC - The Federal Geographic Data Committee. Accessible: www.fgdc.gov/index.html. A 19 member interagency committee composed of representatives from the Executive Office of the President, Cabinet-level and independent agencies who develop policies, standards, and procedures for organizations to cooperatively produce and share geographic data.

Geodatabase - A geodatabase is a 'container' used to hold a collection of spatial data sets. There are three types of geodatabases: personal, file, and ArcSDE.

Geographic Information System (GIS) - A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.

Global Positioning Systems (GPS) - a constellation of a minimum of twenty-four satellite vehicles orbiting the earth approximately every twelve hours at an approximate pacing of sixty degrees, between 11,000 – 12,000 miles above the surface of the Earth.

HTL - High Tide Line. Further defined: 33 CFR 328.3(c)(7).

Latitude - The angular distance along a meridian north or south of the equator, usually measured in degrees. Lines of latitude are also called parallels.

Lidar (Light Detection and Ranging) - Similar to radar, lidar is an active remote sensing technique. This technique involves the use of pulses of laser light directed toward the ground and measuring the time of pulse return. The return time for each pulse back to the sensor is processed to calculate the variable distances between the sensor and the various surfaces on or above the earth's surface.

Lines - Geographic term related to the scale that describe how a feature is drawn. Lines are linear measures of a feature (such as a line representing a trail).

Longitude - The angular distance, expressed in degrees, minutes, and seconds, of a point of the earth's surface east or west of a prime meridian (usually the Greenwich meridian). All lines of longitude intersect the equator and pass through the North and South Poles.

Mapping Grade - GPS receivers capable of attaining five meters of accuracy or better using differential correction.

Metadata - Information about data. Usually comes in the form of a text or html document with information on the dataset's quality, current projection, attributes, distribution, and citation.

MHTL - Mean High Tide Line. Further defined as mean high water in 33 CFR 329.12.

Multipath - Error which occurs when a GPS signal sent from a satellite vehicle is bounced or redirected by an object, prior to reaching a GPS receiver. Multipath will cause the time it takes a GPS signal sent by a satellite vehicle to reach a GPS receiver to be inflated. This will cause inaccuracies in positions collected.

NAD - North American Datum. Geodetic reference system.

NWI - National Wetland Inventory. Established by the U.S. Fish and Wildlife Service in 1974 to conduct a nationwide inventory of U.S. wetlands to provide its biologists and others with information on the distribution of wetlands to aid in wetland conservation efforts.

NGS - National Geodetic Survey. Accessible: www.ngs.noaa.gov. Contains benchmark and monument data.

OHWM - Ordinary High Water Mark. Further defined: 33 CFR 328.3(c)(6).

ORM - OMBIL (Operations & Maintenance Business Information Link) Regulatory Module. Internal USACE electronic database.

PDOP - Position Dilution of Precision. Describes the strength of a satellite configuration on the accuracy of data collected with GPS receivers.

Points - Geographic term related to the scale that describes how a feature is drawn. Points are single dimensional features (such as a point representing a spring).

Polygons - Geographic term related to the scale that describes how a feature is drawn. Polygons have area associated with the feature (such as a circle representing a parking lot).

Projection - A method of representing the earth's three-dimensional surface as a flat two-dimensional surface. This normally involves a mathematical model that transforms the locations of features on the earth's surface to locations on a two-dimensional surface.

Post processing - Utilizing base station data, GPS software, and data acquired by a GPS receiver in the field to gain an accurate fixed position.

Shapefile - A vector file format for storing the location, shape, and attributes of geographic features. It is stored in a set of related files and contains one feature class.

Standard Base Layers - A data layer in a GIS to which all other layers are geometrically referenced. Acquisition/free download of standard base layers are attainable through multiple state and federal agencies websites such as the Texas Natural Resources Information System at www.tnris.org.

SWG – Southwest Galveston (Galveston District). Used as a prefix in all project numbers.

USGS - United States Geological Survey. Accessible: www.usgs.gov.

Waypoint - A named 3 dimensional position on the earth's surface having both latitude and longitude. Waypoints are assigned to a fixed location in the field so it can be navigated to consistently and accurately through time.

**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

THE FIRM OF: _____

Address: _____

FEIN (TAX ID): _____

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

| Items: | Confirmed (X): |
|--|----------------------------|
| 1. References | _____ |
| 2. Addenda, if any. | #1 _____ #2 _____ #3 _____ |
| 3. One (1) original and seven (7) copies | _____ |
| 4. Sample Agreement | _____ |
| 5. HUB Subcontracting Plan (SHP) | _____ |
| 6. Proof of authorization to conduct business in Texas | _____ |
| 7. Debarment Certification | _____ |
| 8. Non-Collusion Affidavit | _____ |
| 9. Certification regarding lobbying | _____ |
| 10. Vendor Packet Forms | _____ |

Person to contact regarding this submittal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Respondent: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

References:

Please submit at least five (5) public references including name of organization, the name and title of a contact person and telephone number for contact person, and a brief description of the project (number of employees, number of different jobs/classes, work performed, etc.)

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

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

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

**SPECIAL PROVISIONS
COASTAL ENGINEERING SERVICES FOR USACE BEACH
MAINTENANCE PERMIT
GALVESTON COUNTY, TEXAS**

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

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

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**CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)**

**This Certification must be completed, signed, dated and
returned to the Galveston County Purchasing Agent**

Procurement Number and Description: _____

_____ Bid #B181048, Coastal Engineering Services for USACE Beach Maintenance Permit _____

Proposer **CERTIFIES**, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization/Corporation: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Signature of Authorized Signatory for Proposer: _____ Date Signed: _____

Title of Authorized Signatory of Proposer: _____

State of Texas

§
§
§

County of Galveston

NON-COLLUSION AFFIDAVIT

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

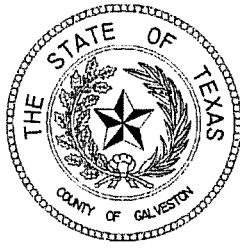
- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Qualifier)
submitted the attached Qualification in **RFQ No. B181048 USACE Coastal Engineering Services for USACE Beach Maintenance Permit**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and SUBSCRIBED before me this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____



**County of Galveston
Purchasing Department
Vendor Qualification Packet**

(rev. 1.4, September 28, 2017)

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

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

PEID Form: Person /Entity Information Data

W -9 Form: 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-rd/1041fw9.pdf> for the latest revision of this form.)

CIQ Form: 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 http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm 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).

Debarment: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM

*Vendors/contractor certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Vendor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Vendor acknowledges that Contractor's uncured failure to perform under any agreement with the County of Galveston, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA or HUD (as applicable), and other Federal and State entities. Further, Vendor has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of this Vendor Qualification Packet. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of this Vendor Qualification Packet and is a mandatory requirement to become a vendor of Galveston County. Vendor's failure to include the fully completed and executed original of this Certification shall be considered non-compliant with the requirements of this vendor qualification request and grounds for the rejection of vendor's request. Vendor shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on***

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in addition to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.

Information regarding the SAM is available at:

<http://www.federalcontractorregistry.com/?gclid=CIG1hf2rr8wCFYkCaQoducANZw> or at <https://www.sam.gov/portal/SAM/#1>.

No contract involving the use of Federal funds may be awarded to any vendor unless and until such registration is current and in good standing under SAM. Successful vendors must maintain SAM registration throughout the entire term of any contractual agreement with the County. If a contract involves the use of Federal funds, then vendor must enclose proof of such SAM registration within its response, which is also a mandatory requirement of County procurement policy; failure to enclose such proof shall be considered non-compliant with the requirements of any procurement effort and grounds for the rejection of vendor's response to any procurement efforts (i.e., bid, proposal, or qualifications statement, as applicable).

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:

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

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

Worker's Compensation Insurance:

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

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

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

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

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

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

Procurement Policy - Special Note:

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

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

Questions/Concerns:

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

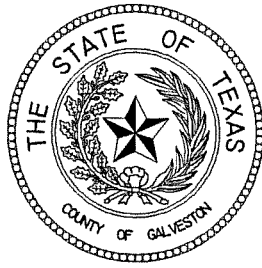
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

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

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

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



COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

| | |
|-------------------|--|
| FORM PEID: | Request for Person-Entity Identification Data |
|-------------------|--|

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

Galveston County Purchasing Agent
722 Moody Avenue (21 st. Street), 5th Floor
Galveston, Texas 77550
(409) 770-5371
prodoc@co.galveston.tx.us

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

Areas below are for County use only.

| | | |
|--------------------------------------|--|--------------------------------------|
| Requested By: | Phone / Ext. # | |
| Department: | Date: | |
| Action Requested - Check One: | IFAS PEID Vendor Number: | |
| <input type="checkbox"/> Add New | <input type="checkbox"/> Change Data | <input type="checkbox"/> Re-activate |
| <input type="checkbox"/> Inactivate | <input type="checkbox"/> Employee | <input type="checkbox"/> Attorney |
| <input type="checkbox"/> Landlord | <input type="checkbox"/> Foster Parent | <input type="checkbox"/> Refund |
| <input type="checkbox"/> OneTime | <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. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 | |
| [] [] [] [] | - [] [] - [] [] [] [] |

or

| | |
|---------------------------------------|---------------------------|
| Employer identification number | |
| [] [] [] [] [] [] | - [] [] [] [] [] [] |

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*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, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

Name of Officer

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

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

Yes

NO

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

Yes

NO

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

Yes

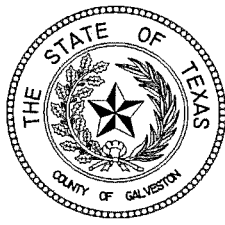
NO

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

4

Signature of person doing business with the governmental entity

Date



County of Galveston

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

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFQ #B181048

Solicitation Title: Coastal Engineering Services for USACE Beach Maintenance Permit

Contractor hereby CERTIFIES that:

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

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

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

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

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

Name of Business

Date

By: _____
Signature

Printed Name & Title