

**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL

RFP #B181015

**GALVESTON COUNTY COURTHOUSE
ELEVATOR MODERNIZATION**

PROPOSAL DUE DATE: 08/23/2018

2:00 P.M.

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

RFP #B181015
OPENING: 08/23/2018
TIME: 2:00 P.M.



**REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

Sealed proposals in sets of four (4), one (1) original and three (3) copies, will be received in the office of the Galveston County Purchasing Agent until 2:00 p.m. CST, on Thursday, August 23, 2018 and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed proposals 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 proposal received after 2:00 P.M. CST on the specified date will be returned unopened.

Purpose:

Galveston County is seeking a responsive responsible contractor to provide professional Elevator Modernization services for the Galveston County Courthouse located at 722 Moody *21st Street), Galveston, Texas 77550. It is the goal of this procurement effort to secure a firm fixed-price contract from a contractor whose evaluated proposal meets or exceeds the material terms and conditions of the RFP terms and specifications.

RFP #B181015

GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION

Proposer's name, return address, should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained 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/ProposalListings.aspx>.

Proposal prices shall be either lump sum or unit prices as shown on proposal sheets, if applicable. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in proposal pricing.

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

Bonding Requirements:

No bond is required with this Invitation to Proposal.

RFP #B181015
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The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to Galveston County with total respect to the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

**GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

Table of Contents

GENERAL PROVISIONS:

1. PROPOSAL PACKAGE.....1

2. PROPOSER’S RESPONSIBILITY1

3. TIME FOR RECEIVING PROPOSALS1

4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS.....2

5. PROPOSAL OPENING3

6. WITHDRAWAL OF PROPOSAL/FIRM BID RULE3

7. COMMISSIONERS COURT.....3

8. REJECTION OF PROPOSALS/DISQUALIFICATION3

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS4

10. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT4

11. EXCEPTIONS TO PROPOSAL.....4

12. PRICING4

13. PROCUREMENT CARD (P-CARD) PROGRAM5

14. PASS THROUGH COST ADJUSTMENTS5

15. MODIFICATION OF PROPOSALS5

16. PRE-PROPOSAL CONFERENCE.....6

17. SIGNATURE OF PROPOSALS.....6

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS6

19. DISPUTE AFTER AWARD/PROTEST7

20. PUBLIC INFORMATION ACT (f/k/a Open Records Act)8

21. PROPOSER’S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE8

22. RESULTANT CONTRACT8

23. CONTRACT TERM9

24. TERMINATION FOR DEFAULT9

25. TERMINATION FOR CONVENIENCE9

26. FORCE MAJEURE.....10

27. ESTIMATED QUANTITIES.....10

**GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

28.	CONTRACTOR INVESTIGATION	10
29.	NO COMMITMENT BY COUNTY OF GALVESTON	10
30.	PROPOSAL COSTS BORNE BY PROPOSER	10
31.	BEST AND FINAL OFFERS (BAFO).....	11
32.	SINGLE PROPOSAL RESPONSE	11
33.	CHANGES IN SPECIFICATIONS	11
34.	PROPOSAL IDEAS AND CONCEPTS.....	11
35.	PROPOSAL DISCLOSURES.....	11
36.	INDEMNIFICATION	12
37.	REQUIREMENT OF AND PROOF OF INSURANCE.....	12
38.	PROPOSAL GUARANTEE	13
39.	PERFORMANCE AND PAYMENT BONDS (if required).....	14
40.	PATENT AND COPYRIGHT PROTECTION	14
41.	CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ).....	15
42.	DISCLOSURE OF INTERESTED PARTIES/FORM 1295.....	16
43.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM	17
44.	SOVEREIGN IMMUNITY	18
45.	CONTROLLING LAW AND VENUE	18
46.	MERGERS, ACQUISITIONS	18
47.	DELAYS	18
48.	ACCURACY OF DATA.....	18
49.	SUBCONTRACTING/ASSIGNMENT.....	18
50.	INDEPENDENT CONTRACTOR	19
51.	MONITORING PERFORMANCE.....	19
52.	SUBJECT TO APPROPRIATION OF FUNDS	19
53.	CONTRACTS SUBJECT TO GRANT FUNDING	19
54.	PROCUREMENT ETHICS	19
55.	NON-COLLUSION AFFIDAVIT	21
56.	CERTIFICATION REGARDING LOBBYING.....	21
57.	NON-DISCRIMINATION.....	22

**GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

58. RECORD RETENTION AND RIGHT TO AUDIT23
59. TITLE VI ASSURANCES/TxDOT23
60. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT24
61. ANTITRUST.....25
62. LABOR STANDARDS25
63. PROCUREMENT LAWS.....25
64. ENTIRETY OF AGREEMENT AND MODIFICATION30
65. NOTICE30
66. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL31
67. FEDERAL GOVERNMENT NOT A PARTY31
68. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.....31
69. LEAD AND ASBESTOS.....31

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

1. PROPOSAL PACKAGE

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

2. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer 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 proposal;
- 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 PROPOSALS

Proposals may be submitted by mail or hand delivery and **must be submitted only to the Galveston County Purchasing Agent**. If by delivery, the Proposer must deliver the Proposal 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**

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions sections of this solicitation. Proposals must be received by the County Purchasing Agent on or before the deadline for the opening of the proposals. For clarity, mailing date/postmark is **not**

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

sufficient – proposals **must be received** by the County Purchasing Agent on or before the deadline. Late proposals will not be accepted and will be returned to the proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

The County Purchasing Agent will accept proposals 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 proposal was timely received.

The proposer 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 proposer fails to identify the request for proposal 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 proposal.

If a proposal is not submitted, return this Request for Proposal 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, **proposers are to direct all communications regarding this invitation to bid 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 proposal of the firm found to be in non-compliance.

All questions regarding this Request for Proposal 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 proposers by addendum. No inquiries except clarification of instructions will be addressed by telephone.

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

An authorized person from the proposer must sign the proposal. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the proposal on behalf of the proposer and to bind the proposer to the terms and conditions of this Request for Proposal, the proposer's response, and all other terms and conditions of the contract. By this signature, the proposer further acknowledges that the proposer has read the request

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

for proposal and proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications detailed herein.

5. PROPOSAL OPENING

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

6. WITHDRAWAL OF PROPOSAL/FIRM BID RULE

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

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 PROPOSALS/DISQUALIFICATION

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

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

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

- A. Failure to use the proposal forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of proposer;
- C. Failure to properly complete the proposal;
- D. Failure to meet the mandatory requirements of this request for proposal; and/or

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

E. Evidence of collusion among proposers.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire request for proposal 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 proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for proposal opening. Proposers are to submit their proposal 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 proposer 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. Proposer, by submission of its proposal, certifies that if awarded any portion of this procurement, the proposer will supply only material and equipment that is 100% asbestos free.

11. EXCEPTIONS TO PROPOSAL

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

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

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

12. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges.

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

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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

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

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 original proposal 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 PROPOSALS

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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

16. PRE-PROPOSAL CONFERENCE

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

17. SIGNATURE OF PROPOSALS

Each proposal shall give the complete name of the proposer and the mailing address of the proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheets may disqualify the proposal from being considered by the County. The person signing on behalf of the proposer expressly affirms that the person is duly authorized to tender the proposal on behalf of the proposer and to sign the proposal sheets and contract under the terms and conditions of this Request for Proposal and to bind the proposer 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 by the County Judge, and fully executed by both parties.

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

"Lowest and best" means a bid or offer providing the best value considering associated direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after a sale.

In determining the lowest and best bid for a contract for the purchase of earth-moving, material-handling, road maintenance, or construction equipment, the Commissioners Court may also consider the information submitted under Section 262.0255 of the Local Government Code; and in determining the lowest and best bid for a contract for the purchase of road construction material, the Commissioners Court may consider the pickup and delivery locations of the bidders and the cost to the county of delivering or hauling the material to be purchased. The Commissioners Court may award contracts for the purchase of road construction material to more than one bidder if each of the selected bidders submits the lowest and best bid for a particular location or type of material.

Each proposer, by submitting a proposal, agrees that if its' proposal is accepted by the Commissioners Court, the proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal, including but not limited to the best and final offer if applicable, and the contract.

The contractor 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 the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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 proposals on individual items listed, or group items, or on the proposal as a whole; to reject any and all proposals; to waive any informality in the proposals; to disregard proposals that are not submitted timely; to disregard the proposals of proposers determined to be not responsible; and to accept the proposal 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 proposal.

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items. The Commissioners Court shall be the sole judge in the determination of these matters.

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

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

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

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

Notice of contract award is anticipated to be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the request for proposal.

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 Proposer 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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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 proposer 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 proposer 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 proposal, proposer expressly affirms that it has clearly and conspicuously marked any information within its submission that proposer 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 proposer has marked as confidential, proprietary, and /or trade secret, then the County agrees that it shall provide notice to the proposer 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 proposer to submit correspondence to the Attorney General if the proposer wishes its information to be withheld. Proposer is deemed to have knowledge of the Public Information Act. **By the submission of its proposal, proposer expressly acknowledges that the burden to withhold its' information from public disclosure lays with the proposer;** thus, proposer further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if proposer wishes to have its' information withheld from public disclosure.

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

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

22. RESULTANT CONTRACT

Proposer shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners Court. If the Commissioners Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners Court execution of same, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, proposal package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached proposal, proposer must sign three (3) original contracts and return all three with their proposal submittal.

Proposer should submit a proposed contract with its proposal or its sample material terms and conditions for review and consideration.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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 proposer 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.

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 proposals or further negotiations. At a minimum, proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

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

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 proposer:

- A. Fails to meet delivery or completion schedules; and/or
- B. Fails to otherwise perform in accordance with the accepted proposal 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 proposer should this contract be terminated early.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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 proposal 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.

28. CONTRACTOR INVESTIGATION

Before submitting a proposal, each proposer 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. Proposer 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 proposer receives an award as a result of its proposal submission in this procurement, the proposer's failure to have made such investigations and examinations will in no way relieve the proposer 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 procurement does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal in response to this request for proposal and does not commit the County of Galveston to procure or contract for services or supplies.

30. PROPOSAL COSTS BORNE BY PROPOSER

Galveston County shall not be liable for any costs incurred by proposer in preparation, production, or submission of a proposal, including but not limited to best and final offer if applicable. As well, Galveston County shall not be liable for any work performed by proposer prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by proposer by reason of attending a pre-proposal conference. Galveston County shall not be liable for any costs incurred by proposer by reason of the County invoking use of best and final offers.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

31. BEST AND FINAL OFFERS (BAFO)

In acceptance of proposals, the County reserves the right to negotiate further with one or more of the proposers as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes, but is not limited to, the solicitation of a Best and Final Offer from one or more of the proposers. If a Best and Final Offer is invoked, this allows acceptable proposers the opportunity to amend, change, or supplement their original proposal. Proposers may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

32. SINGLE PROPOSAL RESPONSE

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

33. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for proposal have been issued, as the successful proposer 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 proposals. 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 proposal 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 or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable prospective contractors to revise their proposals. In any case, the proposal 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 proposals.

34. PROPOSAL IDEAS AND CONCEPTS

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

35. PROPOSAL DISCLOSURES

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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

36. INDEMNIFICATION

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

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

37. REQUIREMENT OF AND PROOF OF INSURANCE

The successful proposer 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.

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 proposer that the contract is being

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

activated as written proof of such insurance and further provided that proposer 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 proposer 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 proposer. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of 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 proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

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

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

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

Subrogation Waiver. Proposer and proposer'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 proposer's performance under this agreement.

38. PROPOSAL GUARANTEE

Unless specified differently within the Special Provisions of this procurement, each proposer shall be required to submit a proposal guarantee with its proposal as required within this Section.

Evidencing its firm commitment to engage in contract if proposer is selected for award of contract, each proposer is required to furnish with their bid a cashier's check or an acceptable proposer's bond (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If proposer is using a bond, then the bond must be executed

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

with a surety company authorized to do business in the State of Texas. Failure to furnish the proposal guarantee in the proper form and amount, by the time set for opening of proposals may be cause for rejection of the proposal.

The cashier's check or proposer bond (as applicable) will be returned to each respective unsuccessful proposer(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or proposer bond will be forfeited to the County as liquidated damages should successful proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its proposal.

39. PERFORMANCE AND PAYMENT BONDS (if required)

Successful proposer, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must each clearly and prominently display on the bond or on an attachment to the bond:

- a.) The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
- b.) The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for proposal is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Proposer should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

40. PATENT AND COPYRIGHT PROTECTION

The proposer agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Proposer shall indemnify and save harmless**

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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. Proposer also agrees that if proposer is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by proposer.

41. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

Proposer 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 proposer 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 proposer 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 proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If proposer 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 proposer **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 proposer has a “family relationship” with a local government officer of Galveston County then proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether proposer 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 proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 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.

Proposer 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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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 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 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 of the Local Government Code. 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, and the failure to file may be grounds to void the contract, if proposer is awarded a contract.

If proposer has any questions about compliance with Chapter 176, proposer 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.

42. 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.

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 Proposer 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.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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.

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

Proposer 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, proposer 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 proposal. **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 proposer's proposal and is a mandatory requirement of this request for proposal. Proposer'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 proposal and grounds for the rejection of proposer's proposal.** Proposer 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 proposer 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:

<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 proposer unless and until such registration is current and in good standing under SAM. Successful proposer must maintain SAM registration throughout the entire term of the agreement with the County. If this contract involves the use of Federal funds, then proposer 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 proposer's response to this procurement (i.e., bid, proposal, or qualifications statement, as applicable).

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

44. 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.

45. CONTROLLING LAW AND VENUE

Proposer 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.

46. MERGERS, ACQUISITIONS

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

If subsequent to the award of any contract resulting from this request for proposal the proposer 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 proposer's Federal Identification Number (FEIN); and
- C. New proposer's proposed operating plans.

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

47. DELAYS

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

48. ACCURACY OF DATA

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

49. SUBCONTRACTING/ASSIGNMENT

Proposer 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 proposer of any of its responsibilities under this contract.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

50. INDEPENDENT CONTRACTOR

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

51. MONITORING PERFORMANCE

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

52. 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.

53. 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 proposer acknowledges that the obligations of the County under the contract are contingent upon the 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.

54. PROCUREMENT ETHICS

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

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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

CODE OF ETHICS – Statement of Purchasing Policy:

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

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

To achieve the purpose of 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 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.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

Confidential Information:

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

Proposer represents and warrants, by signing and submitting its proposal, 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.

55. NON-COLLUSION AFFIDAVIT

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

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

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

56. CERTIFICATION REGARDING LOBBYING

Proposer certifies that:

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

- 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. 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.

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of proposer’s proposal and is a mandatory requirement of this request for proposal. Proposer’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 proposal and grounds for the rejection of the Proposer’s proposal. Submission of the certification is a prerequisite for making or entering into a contract with Proposer 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.

57. NON-DISCRIMINATION

- a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer 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; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of proposer, 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.

Proposer 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.

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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

- b. **Drug Free Work Place Act:** Proposer 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:** Proposer 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:** Proposer 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:** Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer 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 Proposer 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:** Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

58. RECORD RETENTION AND RIGHT TO AUDIT

Proposer 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, proposer shall allow the County reasonable access to the records in proposer'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 proposer 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 proposer 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.

59. 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 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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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.

60. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer 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. Proposer 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 proposal, the Proposer certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Proposer within its response to the request for proposal and that all such persons are current in child support payments.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

61. ANTITRUST

Pursuant to 15 U.S.C. § 1, et seq., and Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its proposal, 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.

62. LABOR STANDARDS

On contracts funded under a federal grant: Proposer acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Proposer 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. Proposer 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.

63. PROCUREMENT LAWS

- a. Proposer 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 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 original, disability, or veteran status.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

- (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
 - (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.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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.
- 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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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 “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,

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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. Proposer 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 proposer 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;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

- (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.

64. 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.

65. 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 (proposer shall provide its notice information with its proposal 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 receipted 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:

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

**GENERAL PROVISIONS – REQUEST FOR PROPOSAL
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

66. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL

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.

67. 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.

68. 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.

69. LEAD AND ASBESTOS

If this request for proposal 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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**SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

TABLE OF CONTENTS

A.	PURPOSE.....	1
B.	BID/PROPOSAL GUARANTEE.....	1
C.	PERFORMANCE AND PAYMENT BONDS.....	1
D.	PROCUREMENT TIMELINE.....	1
E.	SUBMISSION INSTRUCTIONS.....	1-2
F.	NAME BRANDS.....	2
G.	EXCEPTIONS.....	2
H.	PERSONNEL TO CONTACT REGARDING THIS SOLICITATION.....	2-3
I.	TYPE OF CONTRACT.....	3
J.	COLLATERAL CONTRACT.....	3
K.	SAMPLE CONTRACT/MATERIAL TERMS AND CONDITIONS.....	3
L.	PROGRAM ADMINISTRATION.....	3
M.	SITE VISITS.....	4
N.	SCOPE OF WORK.....	4
O.	ELEVATOR CONTRACTOR QUALIFICATION.....	4
P.	TESTS.....	5
Q.	RELATED WORK INCLUDED AS PART OF THE ELEVATOR CONTRACT.....	5
R.	PERMITS AND INSPECTIONS.....	5
S.	MATERIALS & EQUIPMENT.....	5
T.	STANDARDS AND REGULATIONS.....	5
U.	AMERICANS WITH DISABILITIES ACT.....	5-6
V.	INSURANCE.....	6
W.	MISCELLANEOUS WORK AND SCHEDULE.....	6

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

X.	SHOP DRAWINGS/SUBMITTALS/AS BUILT DRAWINGS	6-7
Y.	HOISTING, HANDLING AND INSTALLATION OF EQUIPMENT	7
Z.	PERFORMANCE	7-8
AA.	SPECIAL TOOLS AND INSTRUCTIONS FOR USE.....	8-9
BB.	DEMOLITION, CUTTING, ALTERATIONS AND REMOVALS	9
CC.	MATERIALS AND EQUIPMENT DELIVERY AND STORAGE.....	9
DD.	PROJECT MANAGEMNT AND SUPERVISION.....	9-10
EE.	SAFETY PLAN	10
FF.	LIFE SAFETY SYSEMS.....	10
GG.	TESTS.....	10
HH.	CLEANUP AND INSPECTION.....	10
II.	FINAL CLEAN-UP.....	10
JJ.	INSTRUCTIONS TO OWNER.....	10
KK.	ACCEPTANCE OF EQUIPMENT	11
LL.	EXECUTION.....	11
MM.	MAINTENANCE SERVICES.....	11-12
NN.	CONTINUING SUPPORT.....	12
OO.	EVALUATION CRITERIA AND AWARD.....	13

**SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

The Special Provisions and the General Provisions of this Request for Proposal 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.

A. PURPOSE

Galveston County is seeking a responsive, responsible contractor to provide professional Elevator Modernization services for the Galveston County Courthouse located at 722 Moody (21st Street), Galveston, Texas 77550. It is the goal of this procurement effort to secure a firm fixed-price contract from a contractor regularly engaged in elevator modernization whose evaluated proposal meets or exceeds the material terms and conditions of the RFP terms and specifications.

Prospective proposers must have extensive experience in the modernization of elevators in commercial buildings and all material, design, clearances, construction, workmanship, operation and tests shall be in accordance with the requirements of the most recent and current issues of the ASME Safety Code for Elevators and applicable state or local codes for the State of Texas, the National Electrical Code, the International Building Code, the NFPA Code, the Americans with Disabilities Act and all other codes, regulations, laws, and ordinances as may govern. All work where conflicts occur in the above codes, the most rigid shall apply.

B. BID/PROPOSAL GUARANTEE

A bid bond is a requirement of this solicitation request. Please see the General Provisions, item 38, page 13 for instructions.

C. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds are a requirement of this solicitation request. Please see the General Provisions, item 39, page 14 for instructions.

D. PROCUREMENT TIMELINE

A timeline for this RFP and initial process are included below. Galveston County reserves the right to change these dates and will notify proposers of any changes via addendum:

	<u>Date</u>
Advertise RFP (first date of publication)	Thursday, July 26, 2018
Advertise RFP (second date of publication)	Thursday, August 2, 2018
Deadline for Questions & Inquiries	Wednesday, August 8, 2018 by 5:00 p.m.
Proposals due from proposers/RFP Opening	Thursday, August 23, 2018 at 2:00 p.m.

E. SUBMISSION INSTRUCTIONS

One (1) original and four (4) copies of the proposal must be submitted no later than 2:00 P.M. CST, on Thursday, August 23, 2018 to:

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

**SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 p.m. CST on the specified date will be returned unopened.

F. NAME BRANDS

The mention of name brands is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

G. EXCEPTIONS

Any exceptions to proposal conditions should be listed on separate sheets of paper, attached to proposal submittal, and submitted with proposal at the specified date and time of proposal opening.

H. PERSONNEL TO CONTACT REGARDING THIS SOLICITATION

Proposers desiring an explanation or interpretation relative to this solicitation, must request it in writing. Oral explanations or instructions will not be binding. Any information given to a proposer, which in the opinion of the County affects all proposers or would be prejudicial to other proposers if not communicated, shall be furnished to all other proposers as an addendum to the solicitation. Direct inquiries to the following:

**Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 Moody (21st Street)
Galveston, Texas 77550
e-mail: rufus.crowder2@co.galveston.tx.us**

Proposers must e-mail their inquiries (with the subject line "Elevator Modernization For Galveston County Courthouse, RFP #B181015 - Questions) for additional information and/or clarification to the address listed above. The request must include the proposer's name and the RFP number and title. **Any request for additional information or clarification must be received in writing no later than seven (7) calendar days prior to the proposal due date.** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The County, at its sole discretion, may not issue a response to a RFP submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail. Addenda will be posted and made available on the County's procurement web page located at <http://www.galvestoncountytexas.gov/pu/Pages/BidListings.aspx>.

The Proposer must acknowledge the receipt of all addenda on the forms provided. In the event a Proposer fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addendum does not materially affect the Response, waive the acknowledgement of one or more addenda.

Proposers who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline risk that its proposal will not be responsive or competitive because the County is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive proposal.

**SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

All questions and responses as posted on the County website are considered as an addendum to, and part of, this RFP.

I. TYPE OF CONTRACT

It is the intent of this solicitation to enter into a firm fixed-price contract, which would result in no immediate cost to the County.

The resultant contract consists of the following documents: Request for Qualification, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposal Sheets, contract award, and any other documents referenced herein or attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

J. COLLATERAL CONTRACT

The County reserves the right to provide by separate contract or otherwise, in such manner as not to delay its programs or damage said Contractor, all labor and material essential to the completion of the work that is not included in this contract.

Award prices include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Awardee is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed under the contract, and shall indemnify the County its officers, agents, and employees for any costs, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work.

K. SAMPLE CONTRACT/MATERIAL TERMS AND CONDITIONS

Proposer is requested to submit a sample contract or its proposed material terms and conditions in the event it is awarded a contract pursuant to this procurement.

L. PROGRAM ADMINISTRATION

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

**Michael J. Bell,
Facilities Manager
722 Moody, 6th Floor
Galveston, TX 77550
(409) 766-2384**

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

**SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

M. SITE VISITS

It is imperative that prospective proposers visit the site to aid in providing a responsive proposal. All site visits shall be scheduled through the Program Administrator listed in this RFP.

N. SCOPE OF WORK

Successful proposer shall furnish all engineering, materials, labor, tools, equipment, transportation, supervision, testing and inspections to modernize three (3) passenger elevators located at the following address:

**Galveston County Courthouse
722 Moody (21st Street)
Galveston, Texas 77550**

Stops: Six (6) front; Zero (0) rear;

Cab Doors: Six (6) sets of existing hoistway doors shall be reused.

In addition, successful contractor shall perform full coverage preventive maintenance services commencing upon Notice to Proceed and continuing throughout the warranty/guarantee period.

In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices as are required to complete the referenced project.

Any items not specified in detail by the specifications, but which are incidental to or necessary for the complete installation and proper operation of the work described herein or reasonably implied, shall be furnished as if called for in detail by the specifications.

Proposers must report discrepancies or ambiguities occurring in the Contract/Specification prior to the submission of the bid proposal. Submission of the bid without clarification will reflect acceptance of the Contract/Specification as written.

O. ELEVATOR CONTRACTOR QUALIFICATION

The Elevator Contractor shall be one regularly engaged in the business of design, engineering, manufacture, installation, modernization, and/or servicing of elevators of the type and character required by this solicitation, shall be or represent an approved manufacturer, and shall assume full responsibility for the products used in assembling the elevator equipment.

Certified engineering drawings and descriptive technical data on the proposed equipment shall be provided by the Elevator Contractor as furnished by the component manufacturer.

The Elevator Contractor shall show successful experience in the complete installation, modernization, and maintenance of elevators, that it employs competent personnel trained in the installation, modernization, and maintenance of the equipment required in this Contract/Specification, that it maintains locally an adequate stock of parts for replacement or emergency, and that it has qualified employees locally available to ensure the fulfillment of the service without unreasonable delay. This maintenance service shall be performed solely by the Elevator Contractor and shall not be assigned or transferred to any agent or subcontractor.

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

P. TESTS

A. Contractor to perform Fire Service tests and maintenance to conform to ASME requirements. Completed copies of test reports shall be provided to the Owner.

Q. RELATED WORK INCLUDED AS PART OF THE ELEVATOR CONTRACT

The Elevator Contractor shall submit its proposal based on acceptance of the hoist ways and machine room as exists. The Elevator Contractor shall notify the Owner of any changes to the hoistways and / or machine room, which are necessary to accommodate the Elevator Contractor's equipment or to comply with Code prior to the submission of the bid for the elevator modernization.

The Elevator Contractor shall assist the Owner with coordination of the work to be performed that is not part of the Elevator Contract, as required, during the course of the project to assure that all work required of the other trades is completed in such a manner and in such time as will be required to permit the Elevator Contractor to commence and complete the Contract work within the project schedule requirements.

R. PERMITS AND INSPECTIONS

The Elevator Contractor shall give all requisite notices, obtain and pay for all permits, and pay all deposits and fees necessary for the installation of all work provided under this solicitation effort. In addition, the Elevator Contractor shall obtain and pay for all necessary state and local inspections and conduct such tests as may be required by the regulations of such authorities. These tests shall be made in the presence of the authorized representative of such authorities and in the presence of the Owner. An elevator installation permit shall be displayed on the job site and visible to all interested parties. The installation, when complete, shall receive the final approval of all constituted authorities and the Elevator Contractor shall submit evidence of the inspection results and the Certificate of Operation from the constituted authority.

S. MATERIALS & EQUIPMENT

All materials and equipment to be furnished under this Contract/Specification shall be new, of the best grade and quality used for the purpose of commercial practice and shall be the latest standard product as advertised in printed catalogs by reputable manufacturers. All equipment or apparatus of any one system must be the product of one manufacturer, or equivalent products of a number of manufacturers which are suitable for use in a unified or assembled system. All parts of the elevator equipment shall be built to standard dimensions, tolerances and clearances in order to ensure complete interchangeability of similar parts of similar machines and devices.

T. STANDARDS AND REGULATIONS

All material, design, clearances, construction, workmanship, operation and tests shall be in accordance with the requirements of the most recent and current issues of the ASME Safety Code for Elevators and applicable state or local codes for the State of Texas, the National Electrical Code, the International Building Code, the NFPA Code, the Americans with Disabilities Act and all other Codes, regulations, laws, and ordinances as may govern. All work where conflicts occur in the above codes, the most rigid shall apply.

Nothing contained in this Contract/Specification shall conflict with any codes or federal, state or local laws, ordinances, rules or regulations governing the work.

U. AMERICANS WITH DISABILITIES ACT

The elevator system operation shall comply with the requirements of the Americans with Disabilities Act. The new car lanterns shall provide a visual and audible signal of arrival of an elevator at a floor. The car lanterns audible signal shall sound once for an Up direction elevator and twice for a Down direction elevator. Doors shall open and close automatically and car doors shall include a door-reopening device. The door re-opening

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

device shall remain operative for a minimum of 20 seconds. Doors shall remain open for a minimum of 10 seconds for a hall call and 7 seconds for a car call. The car position indicator in the car shall provide visual and audible indication of when the car passes or stops at a floor.

V. INSURANCE

Per Galveston County terms and conditions. See General Provisions, item 37, page 12.

W. MISCELLANEOUS WORK AND SCHEDULE

- This Contract/Specification covers all work as specifically set forth to bring the elevator system up to acceptable modern and current standards.
- Any additional work deemed necessary shall be brought to the Owner's attention in writing ten (10) days prior to bid date.
- All work shall be performed during regular working hours of regular working days as is customary in the elevator industry and in agreement with the Owner.
- Prior to commencing work, a work schedule shall be submitted to the Owner for approval.
- The Elevator Contractor shall confirm power, floor designation, emergency recall floors and dispatch floor locations, etc., prior to fabricating equipment.
- All material for the elevator must be onsite or stored in a local warehouse before the car is removed from service for this work. Owner or owners' representative will inventory material prior to start of job. No exceptions to this item will be granted.
- The Elevator Contractor shall provide all information, including necessary architectural and engineering information, required by the Owner to coordinate the design and interface work of other trades impacting the elevator work.

X. SHOP DRAWINGS/SUBMITTALS/AS BUILT DRAWINGS

Job specific shop drawings and technical coordination information shall be submitted for review prior to commencing with fabrication of the equipment. The first shop drawing submittal shall be complete. Partial shop drawings will not be reviewed until they are complete. Delay in the project as a result of partial submittals shall be the responsibility of the Elevator Contractor. Shop drawing submission shall include color brochures and catalogs for all major components and the following:

- Layouts Including: Hoist way, Machine Room and Section. If the Alternate for new machines is accepted, provide drawings and structural calculations for new machine;
- Signal Operating Fixture Details, button type, light colors and brochures.
- Electrical coordination information.
- Provide cab interior layouts including: Side and back wall elevations, ceiling layout, method of attachment, and all typical details.

Upon completion of the project, the Elevator Contractor shall submit the following:

- One (1) set of diagnostic tools, including all manuals, codes and sundries necessary to operate the tools to test, adjust and maintain the elevator equipment provided. The tools shall become the property of the Owner.
- Three (3) sets of complete certified engineering data, including parts lists and parts numbers on all equipment as will be necessary for maintaining the equipment and for ordering replacements. Certified engineering data shall be permanently bound.
- One (1) original reproducible and three (3) complete and legible sets of blue or black line wiring diagrams and straight line diagrams showing the complete electrical connections, functions and sequence of operation of all apparatus connected with the elevator, including door operator, both in the machine room and in the hoist way, together with photographs or cuts of controller repair parts

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

with numbers listed. Each device on the wiring diagrams and controller panels shall be properly and permanently identified by name and part number.

- One (1) original reproducible and three (3) complete sets of As-Built shop drawings, including layouts and signal operating fixture details.
- Three (3) complete parts catalogs listing all replacement parts and numbers for all equipment installed and the names of the equipment suppliers and reordering procedures. Parts catalogs to be bound in permanent binders.
- Three (3) sets of neatly bound instructions explaining all operating features including apparatus in the car and lobby control panels, control sequence of operation, adjusting and troubleshooting procedures.
- Three (3) sets of lubrication charts indicating lubrication points and type of lubrication recommended for all equipment. One (1) set shall be bound and permanently maintained in the elevator machine room.
- Five (5) sets of keys to operate all key operated functions all marked and identified.

Y. HOISTING, HANDLING AND INSTALLATION OF EQUIPMENT

- The Elevator Contractor shall provide for all cartage, handling and receiving, hoisting and lowering and removal of equipment related to the work, from the property.
- The Elevator Contractor shall be responsible for all permits, fees and coordination with local authorities, including local police and fire departments, for use of crane service on and around the property.
- The equipment shall be installed in accordance with the equipment manufacturer's direction, referenced codes and Contract/Specifications.
- The machine room equipment shall be installed with clearances complying with referenced and applicable codes and Contract/Specifications,
- All items shall be installed so that they are safely accessible for maintenance and so that they may be removable via portable hoist or other means for maintenance and repair.

Z. PERFORMANCE

The elevator system shall be required to meet the following performance criteria.

1. CONTROL

- Design and adjust the equipment and the control so that the acceleration over the total accelerating period is smooth and comfortable.
- Provide a shaft encoder as part of the operating system to accurately provide input signals to the control locating the exact position of the elevator within ¼ inches.

2. OPERATING TIME

- Adjust the equipment to meet the times acceptable to industry standards.
- The following are criteria to be used when measuring the time durations:
 - Brake-to-Brake time: Start measuring the time at the time the brake lifts and the car begins to travel to the next landing; stop measuring the time when the car is level at the next floor and the brake sets.
 - Flight Time: Start to measure this time when the fully opened doors begin to close and continue to measure the time until the car is stopped level with the next floor and the car and hall doors are open to ¼ of their fully open position for center opening doors or ½ open for side opening doors.
 - A typical floor shall be 12'0"
 - Floor level is considered to be within 1/8 inch of level.
 - The time is measured with full load in the car and in both directions of travel.

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

- The power door operation for the hall and car doors conforms to the elevator Code requirements.
- 3. Adjust the equipment so that the operating speed in both directions of travel under load and no load conditions does not vary more than two (3%) percent.
- 4. Adjust the equipment so that the operating time as set out above is compatible with dependable, consistent operation without undue wear on the equipment, can be maintained without excessive maintenance and so that the operating time can be readily maintained over the life of the elevator installation.
- 5. Adjust the equipment so that, with the control adjusted to give the required time, the elevator operates under smooth acceleration and retardation and provides a comfortable and agreeable ride to the passengers.
- 6. LEVELING
 - Cause the car to stop automatically at the floor level without overshooting, regardless of the load or direction of travel, so that the car sill is within 1/8 inch of level with respect to the hoistway sill.
 - Correct for over travel or under travel or rope stretch by returning the car imperceptibly to the floor, Re-leveling shall not commence within the 1/8 inch floor landing zone, above or below, with the doors in the open position. Re-leveling sequence of operation within this zone shall be initiated with the car doors in the closed position only.
- 7. BRAKE
 - Arrange for the brake to be able to stop the elevator with full load in the car from full speed in the down direction within the normal stopping distance of the car without shock or jar.
 - Test by turning the disconnect switch off under these conditions and measuring the resultant stopping distance.
 - Adjust the brake to hold a minimum of 125% of the contract load.
 - Design and adjust the brake so as to operate without discernible noise.
 - Adjust the brake to permit the brake to set after the car has stopped level at the floor on a normal stop for a car or floor call. Do not use the brake to assist in stopping the car at the floor on a normal stop.
- 8. SAFETY AND GOVERNOR TESTS
 - Arrange the safety so that the car stops with both no load and full load, on a safety test, without excessive deceleration, without damage to the equipment and within Code requirements.
 - Calibrate, test and seal the governor and document in accordance with Code requirements.
- 9. RIDE QUALITY
 - Ensure smooth quiet operation in full travel, floor-to-floor runs and door operation.

AA. SPECIAL TOOLS AND INSTRUCTIONS FOR USE

The Elevator Contractor shall provide all required specialized tools, instructions for their use and sundries as necessary to perform diagnostic evaluations, adjustments and/or programmable software changes on any unit of the microprocessor based elevator control equipment provided. Diagnostic tools shall become the property of the Owner.

Diagnostic tools which require periodic recalibration and / or re-initiation shall be performed by the Elevator Contractor at no cost to the Owner for a period of ten (10) years from the date of final acceptance of the equipment, regardless of whether the Elevator Contractor is or is not the maintenance contractor for the equipment. Should a diagnostic tool be required to be repaired, recalibrated or reinitiated, the Elevator Contractor shall provide a similar "loaner" tool to the Owner, until the original Owner's tool is returned.

Diagnostic tools provided to the Owner shall be capable of performing all levels of diagnostics, systems adjustments and software program changes that are available to the Elevator Contractor.

**SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

The Elevator Contractor shall provide three (3) bound sets of printed instructions for use of any tool that may be necessary to perform diagnostic evaluations, systems adjustment and / or programmable software changes on any unit of the microprocessor based elevator control equipment. The Elevator Contractor shall provide access codes, passwords and other proprietary information that is necessary to interface with the microprocessor control equipment. In addition, the Elevator Contractor shall provide step by step adjusting, programming and troubleshooting procedures as pertain to the microprocessor control equipment, a composite listing of the individual settings chosen for the variable software parameters stored on the software programs of both motion and dispatch controllers.

BB. DEMOLITION, CUTTING, ALTERATIONS AND REMOVALS

All demolition, cutting, alterations and removal required to prepare the building to receive the new work, and any such demolition, cutting, alterations and removal which may be necessary to complete the work in a first class workmanlike manner, shall be performed by the Elevator Contractor.

All surfaces, such as roofs, walls, windows, floorings, ceiling, etc., which are damaged or disturbed due to the performance of the work of this contract, shall be repaired by the Elevator Contractor in a first-class workmanlike manner to match existing and surrounding areas.

All permanent and temporary bracing and anchoring required for the support or transfer of any load while demolition or installation work is in progress, shall be provided by the Elevator Contractor. All work shall be made absolutely stable and secure and the Elevator Contractor shall be held strictly responsible for any damage resulting from failure to properly furnish such support.

The Elevator Contractor shall protect Owner's property, equipment and stored materials against damage, dust and dirt at all times and shall confine all methods of construction to promote safety and reduce noise and dust, due to occupancy of the property and provide necessary protective guards, barricades, tarpaulins, and drop cloths.

The Elevator Contractor shall remove all unused and demolished equipment and rubbish on a continual basis and shall keep the premises clean at all times during the term of the project. At the completion of work, the Elevator Contractor shall leave the premises clean and in such condition as is satisfactory to Owner.

CC. MATERIAL AND EQUIPMENT DELIVERY AND STORAGE

All materials shall be delivered in the original unopened protective packaging and shall be stored in the protective packaging to prevent soiling, physical damage and wetting.

Equipment and exposed finishes shall be protected during transportation, erection and construction against damage and stains.

The Elevator Contractor shall confine his apparatus and the storage of materials to limits established by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with his materials. All flammable or combustible materials shall be properly stored to eliminate potential fire hazards.

DD. PROJECT MANAGEMENT AND SUPERVISION

The Elevator Contractor shall designate an experienced Project Manager to perform the administrative management of the project and place a competent Superintendent in charge of the project throughout the course of the work. The Elevator Contractor's on-site job Foreman shall be responsible for day-to-day operations and scheduling with the Owner. The Project Manager and Superintendent shall be available to the

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

Owner to assist in the progress and coordination of the work of the project and shall represent the Elevator Contractor in all matters relating to the project.

EE. SAFETY PLAN

The Elevator Contractor shall submit a detailed safety plan for this project at time of shop drawing submittal. Safety Plan shall detail the type and construction of the barricades to be used at open hoistways, rigging to be worn by Elevator Contractors, and first aid kit. The superintendent shall hold a safety meeting on site monthly.

FF. LIFE SAFETY SYSTEMS

The Elevator Contractor shall maintain all operating life safety systems in operation at all times, including elevator Fire/Emergency recall and operation and Emergency Power operation. Elevators operating for the Workman's or Public's use are to be Code compliant at all times throughout the work of the Contract.

GG. TESTING

Upon completion of each elevator and of each system, the Elevator Contractor shall completely test the equipment, both before the local authority and the Owner, to demonstrate that the equipment was provided in accordance with Code and Contract/Specification requirements and complies with the Performance criteria listed elsewhere in the Contract/Specification.

The Elevator Contractor shall provide all labor, tools and equipment necessary for on-site observations, testing, retesting, inspections and re-inspections as may be required to satisfy the Code testing requirements, the requirements of the local testing authority and the requirements of the Owner.

Upon satisfactory completion of required tests, the Elevator Contractor shall obtain and submit to the Owner the Certificate of Operation or other instrument, which may be required to legally permit the Owner to operate the elevator.

HH. CLEAN UP AND INSPECTION

Remove all debris resulting from work on this contract. Remove from project site all equipment and unused or removed materials and restore building and premises to neat, clean appearance. All materials and workmanship shall be subject to inspection or testing. The Owner shall have the right to reject defective or inferior material or workmanship and require correction of such without additional cost the Owner.

II. FINAL CLEAN-UP

Upon completion of the project, the Elevator Contractor shall clean out and remove all loose materials from the hoistway, pit and machine room; remove all crating and packing materials and all unused elevator equipment from the job site; clean the machine room floor of dirt, oil, grease and dust and paint the machine room floor, pit and car top to provide for the machine room pit and car top to be dust free at the time of the Final Acceptance of the elevator system.

JJ. INSTRUCTIONS TO OWNER

The Elevator Contractor shall provide a minimum of two (2) hours of instructions to the Owner's personnel upon completion of the elevator installation. Instructions shall include safety procedures, proper operation of all equipment and routine maintenance procedures. In addition, the Elevator Contractor shall provide explanation and demonstration of each control feature and operation, including Independent Service Operation, Emergency Recall Operation, and Emergency in Car Operation.

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

KK. ACCEPTANCE OF EQUIPMENT

No approval, either written or verbal, of any drawings, descriptive data or samples of such material, equipment and/or appurtenances shall relieve the Elevator Contractor of his responsibility to turn over the same to the Owner in perfect working order at the completion of the work. Any material, equipment, or appurtenances, the operation, capacity or performance of which does not comply with the Contract/Specification requirements, or which is damaged prior to acceptance by the Owner, shall be held to be defective material and shall be removed and replaced with proper and acceptable materials, equipment and/or appurtenances, or put in proper and acceptable working order, satisfactory to the Owner, without additional cost the Owner.

LL. EXECUTION

The Elevator Contractor shall perform the following as part of the execution of the work of the Elevator Contract:

- Comply with all requirements of the local Fire Codes that are applicable to this work.
- Be sensitive to the needs and entitlements of the occupants of the building while performing the work.
- Confirm that the Contract/Specification and contract documents are complete with regard to the work required to provide for a complete, legal and Code compliant installation.
- Confirm that the elevator equipment to be provided will fit within the space available.
- Survey the job site and verify by measurement all dimensions affecting the work to be performed as part of the Contract.
- Advise the Owner of any deficiencies which may be in conflict with design tolerances of the equipment to be installed, prior to fabrication of the equipment affected.
- Provide information as required for coordination of work to be performed by other trades that will affect scheduling of the elevator work and information required for coordination in scheduling the elevator work that will affect the scheduling of other trade contractor work.
- Permit only skilled workmen to perform the work of the Elevator Contract.
- Install all equipment in accordance with the Elevator Contract, the Contract/Specification and the final approved shop drawings;
- Comply with all applicable Codes, manufacturer's instructions and installation procedures.
- Keep all means of access and egress to and from the building, stairwells and lobbies free and clear of materials, tools and equipment at all times.
- Broom sweep the work areas, remove all hazardous materials from the site on a daily basis and keep all areas clean of all dirt and grease resulting from the work.
- Protect all finished surfaces during installation through to the final acceptance of the elevators.
- Upon acceptance of the elevators, remove all protective coverings and thoroughly clean finished surfaces of paint, wrappings, mastic, etc.
- Repair any damage, including scratches, dents, discoloration, etc. which may have occurred to the finished surfaces with the exception of any obvious vandalism, misuse or abuse of the equipment by others.

MM. MAINTENANCE SERVICES

Interim Maintenance: The Elevator Contractor shall provide a lump sum price to provide full coverage maintenance service to the elevator commencing upon Notice to Proceed for the modernization contract work. This initial maintenance service shall provide comprehensive full coverage maintenance on the existing elevator equipment including emergency call-back service and shall be made available on a 24-hour, 7 days per week basis, upon the Owner's request. The service shall continue until the car is removed from service.

SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

Warranty Maintenance: Once the elevator modernization work has been completed and accepted as substantially complete by the Owner, the Elevator Contactor shall provide warranty maintenance for a minimum of 12 months. The Warranty Maintenance shall be all-inclusive and not include any pro-rations or exclusions. The price for this service shall be stated as a lump sum on the submitted bid proposals.

Optional Maintenance: The Elevator Contractor shall submit an optional price to provide full coverage maintenance service to the elevator commencing upon completion of the twelve month Guaranty/Warranty Maintenance period and continuing for a period of a minimum of five (5) years. The Maintenance Contract shall be all-inclusive and not include any pro-rations or exclusions. The price for this service shall be stated as a lump sum on the submitted bid proposals.

The preventive maintenance program service to be provided shall consist of twice per month examinations of the equipment, adjustments, lubrication, cleaning, supplies and parts to keep the equipment in proper operation, except such adjustments, parts or repairs made necessary by abuse, misuse or any other causes beyond the control of the Elevator Contractor. The Elevator Contractor shall also repair or replace existing retained electrical and mechanical parts of the elevator equipment, whenever this is required, and shall use only genuine standard OEM parts produced by the Manufacturer of the equipment concerned. All wire ropes shall be replaced as often as necessary to maintain an adequate factor of safety.

Full load safety tests and Code required testing of the elevators and elevator operation shall be included as part of the contract, as well as provisions for termination of the Maintenance Contract for non-performance.

All maintenance service work shall be performed solely by the Elevator Contractor and shall not be assigned or transferred to any agent or subcontractor. The work shall be performed by competent personnel under the supervision and in the direct employ of the Elevator Contractor.

NN. CONTINUING SUPPORT

Should the Elevator Contractor's contract for continuing maintenance services not be executed by the Owner, or should it be canceled for any reason by either the Owner or the Elevator Contractor, the Elevator Contractor shall be obligated to notify the Owner and to provide to the Owner continuing information regarding changes recommended or necessary to be performed to the equipment to comply with Code changes or Manufacturer recommended and/or authorized changes or repairs, modifications, adjustments, replacements, etc., to permit for the continued integrity and safe/reliable operation of the equipment provided under the elevator installation contract and this Contract/Specification.

In addition, the Elevator Contractor shall provide field and technical assistance and instructions to the Owner or Owner's elevator maintenance company, upon the Owner's request, within a reasonable time following the Owner's request, for which the Elevator Contractor shall be compensated at the Elevator Contractor's direct cost plus a reasonable charge for profit and overhead for materials and labor. Labor charges shall not exceed the Elevator Contractor's standard elevator mechanic hourly billing rates.

The Elevator Contractor shall also be obligated to perform any repairs and/or replacements of equipment components required by the component Manufacturer to be made to correct faulty design or manufacture.

**SPECIAL PROVISIONS
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

OO. EVALUATION CRITERIA AND AWARD

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. In awarding the Contract, the Evaluation Committee may take into consideration the proposer's skill, capacity, experience, support capabilities, previous work record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors considered relevant. The Evaluation Committee may be comprised with members of Information Technology Services (ITS) as well others from other County Departments.

The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on pages 6-7 of the General Provisions, Item 15, Award of Proposals – Evaluation Criteria and Factors.

COST – 40%

The Proposer shall provide pricing information relative to providing the proposed solution/system, services, and supplies as outlined herein. Included in the cost evaluation will be the total initial costs and on-going costs to the County regarding preventative maintenance and repair technician costs and trip charge rates.

REFERENCES, QUALIFICATIONS, AND EXPERIENCE – 20%

The proposer shall provide references and information describing the make-up and experience of the company providing the services.

METHODOLOGY – 60%

The following shall apply to this section:

- Ability of contractor to provide the most advantageous methodology, solution, services, supplies, and delivery as requested herein.
- The ability of the proposer to satisfy the detailed requirements outlined in this RFP.
- The ability of the proposer to satisfy the system objectives outlined in this RFP.
- Completeness of work plan and ability to meet the goal of substantially implementing the requested modernization project within a reasonably stated time frame.

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State of Texas

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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 Proposer)
- submitted the attached Bid/Proposal in **RFP #B181015, Galveston County Courthouse Elevator Modernization**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, 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 bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other 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 Bid/Proposal or the bid/proposal of any other Bidder/Proposer; 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 Bidder/Proposer as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and SUBSCRIBED before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

**PROPOSAL FORM
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
COUNTY OF GALVESTON, TEXAS**

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

THE COMPANY OF: _____

ADDRESS: _____

FEIN (TAX ID): _____

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

Items:	Confirmed (X):
1. References (if required)	_____
2. Addenda, if any	#1_____ #2_____ #3_____ #4_____
3. One (1) original and three (3) copies of submittal	_____
4. Proposal Form	_____
5. Vendor Qualification Packet	_____
6. Debarment Certification Form	_____
7. Non-Collusion Affidavit	_____
8. Payment Terms:	_____ net 30 _____ Other

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

**PROPOSAL FORM
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS**

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

1. Contact information for notice:

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

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

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

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

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

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

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

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

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

PROPOSAL FORM
GALVESTON COUNTY COURTHOUSE ELEVATOR MODERNIZATION
GALVESTON COUNTY, TEXAS

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

- 1. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

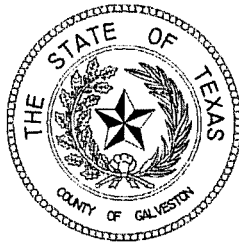
- 2. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

- 3. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

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**County of Galveston
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/ffw9.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).

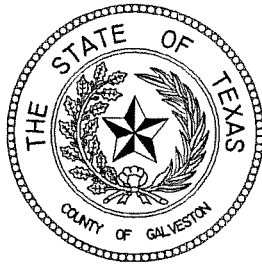
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website - both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

Galveston County Purchasing Agent
722 Moody Avenue (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.

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.

Social security number																															
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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 ▶
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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 ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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

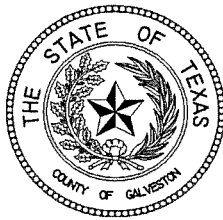
NO

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: RFP #B181015

Solicitation Title: Galveston County Courthouse Elevator Modernization

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