

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB PURCHASING AGENT COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550

(409) 770-5371

GWEN MCLAREN, CPPB ASST. PURCHASING AGENT

March 15, 2016

Robert Hagerman Santa Fe Auto Parts, Inc. 13207 Hwy 6 Santa Fe, TX 77510

Re: RFP #B162001 Automotive Parts & Supplies Contract #CM16113

Mr. Hagerman,

At the regular meeting of the Galveston County Commissioners' Court held on March 15, 2016, Santa Fe Auto Parts, Inc. was awarded the contract associated with RFP #B162001 Automotive Parts & Supplies. A copy of your contract will be forwarded to your company once all signatures have been obtained.

Invoices associated with this contract are to be sent to the following address:

Galveston County Auditor's Office P.O. Box 1418 Galveston, Texas 77553

If you have any questions, please feel free to call.

CONGRATULATIONS and we look forward to doing business with your company!

Sincerely,

Rufus G. Crowser, CPPO CPPB

Purchasing Agent Galveston County

GALVESTON COUNTY PURCHASING DEPARTMENT



REQUEST FOR PROPOSAL

RFP #B162001

AUTOMOTIVE PARTS & SUPPLIES

PROPOSAL DUE DATE: 01/28/2016

2:30 P.M.

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



REQUEST FOR PROPOSAL AUTOMOTIVE PARTS & SUPPLIES 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 County Purchasing Agent until 2:30 P.M. CST, on 01/28/2016 and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids 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 2:30 P.M. CST on the specified date will be returned unopened.

Purpose:

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

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

RFP #B162001

AUTOMOTIVE PARTS & SUPPLIES

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

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

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

Bond Requirement:

No bond is required with this Request for Proposal.

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 the governing laws.

Rufus G. Crowder, CPPO CPPB Purchasing Agent Galveston County

GENERAL PROVISIONS AUTOMOTIVE PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS AUTOMOTIVE PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

1. PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all part of the proposal package. Proposals must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including 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 sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by 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 proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

2. PROPOSER'S RESPONSIBILITY

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

- 1. have adequate financial resources or the ability to obtain such resources as required;
- 2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal;
- 3. have a satisfactory record of performance;
- 4. have a satisfactory record of integrity and ethics; and
- 5. be otherwise qualified and eligible to receive an award.

3. TIME FOR RECEIVING PROPOSALS

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

4. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

5. 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.

GENERAL PROVISIONS AUTOMOTIVE PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

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.

6. 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, to waive any informality in the proposals received, to disregard the proposal of any proposer determined to be not responsible, and/or to discontinue its efforts for any reason under this 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 form(s) furnished by the County;
- B. Lack of signature by an authorized representative on the proposal form(s);
- C. Failure to properly complete the proposal;
- D. Proposals that do not meet the mandatory requirements; and/or
- E. Evidence of collusion among proposers.

7. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

8. 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. 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 County Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder/Proposer, by submission of its bid/proposal, certifies that if awarded any portion of this procurement, the bidder/proposer will supply only material and equipment that is 100% asbestos free.

9. EXCEPTIONS TO PROPOSAL

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

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each

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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.

10. PRICING

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

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

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

11. PROCUREMENT 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 normally results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your proposal submittal.

12. PASS THROUGH COST ADJUSTMENTS

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

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

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass

GENERAL PROVISIONS AUTOMOTIVE PARTS & SUPPLIES

GALVESTON COUNTY, TEXAS through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be

made. No more than one pass through adjustment will be permitted per year.

13. MODIFICATION OF PROPOSALS

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

14. SIGNATURE OF PROPOSALS

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

15. AWARD OF PROPOSALS - EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The 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.

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

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from 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 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; 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.

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

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

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, 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 RFP and the resultant contract.

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

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

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

16. DISPUTE AFTER AWARD/PROTEST

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

17. PUBLIC INFORMATION ACT

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

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Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

18. PROPOSER'S EMAIL ADDRESSES

Notwithstanding the foregoing Section 17, Proposer acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

19. 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, then the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the 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 bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

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

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

20. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

21. TERMINATION FOR DEFAULT

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

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of

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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:

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

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

23. 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.

24. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals 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.

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

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26. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal in response to this Request for Proposal, and does not commit the County of Galveston to procure or contract for services or supplies.

27. PROPOSAL COSTS BORNE BY BIDDER/PROPOSER

Galveston County shall not be liable for any costs incurred by Bidder/Proposer in preparation, production, or submission of a bid/proposal and shall not be liable for any work performed by Bidder/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 Bidder/Proposer by reason of attending a pre-proposal conference. Galveston County shall not be liable for any costs incurred by Bidder/Proposer by reason of the County invoking use of best and final offers.

28. BEST AND FINAL OFFERS (BAFO)

In acceptance of proposals, the County of Galveston 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 solicitation of a Best and Final Offer from one or more of the proposers. If invoked, this allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

29. SINGLE PROPOSAL RESPONSE

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

30. CHANGES IN SPECIFICATIONS

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

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or those who have obtained documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening or proposals.

31. 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.

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32. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information unless in conformity with the County Purchasing Act. No pricing or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee 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.

33. WITHDRAWAL OF PROPOSAL

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

34. INDEMNIFICATION

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

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

35. REQUIREMENT OF AND PROOF OF INSURANCE

The successful 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 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 of \$1,000,000 or as may be required by State or Federal law, whichever is greater. 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. Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. The County of Galveston shall be named as an additional insured on the commercial general liability insurance policy. 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 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

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required herein, and received written notice to proceed issued from the County Purchasing Agent. Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without 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 upon expiration, termination, or cancellation 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.

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

Insurance is to be placed with insurers having a Best rating of no less than A. The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of 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.

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.

36. BID/PROPOSAL GUARANTEE

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a Cashier's Check, Certified Check from any bank within the State of Texas, or an acceptable Proposer's Bond (in the event of requests for bids, this is called a Bidder's Bond), in the amount of five percent (5%) of the total contract price. The Proposer's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/proposal guarantee in the proper form and amount, by the time set for opening of bids/proposals may be cause for rejection of the bid/proposal.

The Cashier's Check, Certified 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

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successful proposer upon the completion and submission of all contract documents. Provided however, that the Cashier's Check, Certified 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.

37. PERFORMANCE AND PAYMENT BONDS

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 in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must 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 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 public work 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 ten (10) business days of receiving notice from the Purchasing Agent that the contract has been fully executed. Failure to provide the required payment and performance bonds within such 10 business days 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.

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights. Proposer shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or

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on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, 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.

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176 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.

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

40. COMPETITIVENESS AND INTEGRITY

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

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

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

Rufus 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

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

41. 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.

42. 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 proposal price of the contractor of any other bidder, 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

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divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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 RFP. 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 RFP 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.

43. 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.

44. 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 Galveston County, Texas.

45. MERGERS, ACQUISITIONS

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

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

- a.) Corporate resolutions prepared by the awarded Proposer 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.

46. 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

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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.

47. ACCURACY OF DATA

Information and data provided through this Request for Proposal are believed to be reasonably accurate.

48. SUBCONTRACTING/ASSIGNMENT

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

49. INDEPENDENT CONTRACTOR

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

50. 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.

51. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy

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

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

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

General Ethical Standards

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

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

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

- > The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement; 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 proposal therefor.

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 or to 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 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

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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 therefor.

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. 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, Second (2nd) Floor Galveston, Texas 77550 Fax: (409) 765-2653

With copies to:

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

To the Contractor at:

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

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

54. NONDISCRIMINATION

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.

- b. Drug Free Work Place Act. Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- c. Americans with Disabilities Act. Proposer shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- 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. Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

55. 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

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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.

56. 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) **Nondiscrimination**. The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.
- (4) Information and Reports. The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance. 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

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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.

57. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

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 GLO, the State, HUD, 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 RFP. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this RFP and grounds for the rejection of Proposer's proposal.

58. 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 therefore, 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 RFP and that all such persons are current in child support payments.

59. LABOR STANDARDS

Proposer acknowledges that the contract to be awarded pursuant to this RFP is on a grant program funded with Federal funds. Proposer shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (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 CFR 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.

GENERAL PROVISIONS AUTOMOTIVE PARTS & SUPPLIES GALVESTON COUNTY, TEXAS

Special Provisions begin on the next page

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SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

The Special Provisions section of this Request for Proposal solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Proposal and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

PURPOSE:

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

PROPOSAL GUARANTEE:

A bid bond is not a requirement of this solicitation request.

PERFORMANCE AND PAYMENT BONDS:

Performance and Payment bonds are not a requirement of this solicitation.

CONTRACT TERMS:

The contract awarded under the specifications will be for a one (1) year period with a renewal for two (2) years in one (1) year increments, exercisable at the sole discretion of the County. Galveston County shall provide written notice of its intent to exercise its renewal opetion at least thirty (30) days prior to the anniversay date of the contract.

COST ADJUSTMENTS:

Prices quoted shall be firm for the initial contract term and all approved extension periods. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the provisions of the accompanying contract document.

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

The proposer's past experience of honoring contracts at the proposal price will be an important consideration in the evaluation of the lowest and best proposal.

Any requests for price increases must be made in writing on company letterhead and addressed to the Galveston County Purchasing Agent. The requests shall be accompanied by written documentation from company suppliers and manufacturers of the requested materials that evidence the extenuating circumstances. Likewise, if any decreases occur in the industry during the contractual period, the Contractor shall extend these decreases to the County without prior request from the County. Increases in freight rates, oil embargos, or other extenuating circumstances are governed by the General Provisions, page 3, Item 12, Pass Through Cost Adjustments. These particular requests may be allowed only if prior approved by the Galveston County Commissioners' Court. It is understood that rail freight rates are subject to increase or decrease by the regulatory authority.

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

The County may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the County does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered cancelled on the scheduled expiration date.

EXCEPTIONS:

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

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

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

DESCRIPTIONS:

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

All items proposed shall be first line quality, top-of-the-line, new and of current stock, equal to or better than original equipment (OEM) and meeting all respective specifications, and unless otherwise specified, in first-class condition. No second line products will be accepted.

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

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

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

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

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

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

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

PRICING:

Proposal Pricing must be expressed by manufacturer and percent off the noted manufacturer's current blue sheet jobber's published price sheets. Each Proposer must include copies of these list(s) with their respective proposals. For ID clarification and evaluation purposes, all proposers must complete attachment A and submit with their proposal. In instances where pricing is made available by other means (i.e., C.D, based in Ford Motor Company price list FPS 3642). Proposer is to submit pricing with a mark-up from the dealer price column. (See Attachment D for pricing example).

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

PURCHASE ORDERS:

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

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

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

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

INVOICES:

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

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

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

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

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

DELIVERY:

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

DELIVERY TIME:

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

NON STOCKED ITEMS:

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

All proposers must include the following with their submittals:

SIGNED CONTRACTS:

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

VENDOR QUALIFICATION PACKET:

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

PROOF OF INSURANCE:

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

CONFLICT OF INTEREST QUESTIONNAIRE:

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

AWARD CRITERIA:

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

RFP#: B162001 OPEN: 01/28/2016

TIME: 2:30 P.M.

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

COST - 30%

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

LOCATION(S) - 30%

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

CORPORATE EXPERIENCE-10%

The proposer shall provide information describing the corporate make-up and experience of the company to provide the requested services.

ABILITY TO PERFORM – 30%

Ability of vendor to provide supplies, services, and delivery as requested herein.

ATTACHMENTS A and C

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

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

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

EXCEPTION/SUBSTITUTIONS:

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

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

WARRANTY:

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

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

REMEDIES:

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

VENUE:

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

ASSIGNMENT:

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

SILENCE OF SPECIFICATIONS:

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

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

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

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

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

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

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

The remainder of this page intentionally left blank

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

PROPOSAL FORM

THE COMPANY OF:		
Address:		
FEIN (TAX ID):		
The following shall be returned with your proposal. Fails non-responsive. It is the responsibility of the Proposer to	lure to do so may be ample cause for rejection of proposal o ensure that Proposer has received all addenda.	as
Items: 1. References (if required)	Confirmed (X):	
2. Addenda, if any.	#1 #2 #3 #4	
3. One (1) original and three (3) copies of submittal		
4. Attachments A & C		
5. Vendor Qualification packet		
6. Payment Terms:	net 30Other	
7. Debarment Form		
8. Non-Collusion Form		
9. Three (3) Signed Contracts (included in packet)		
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:	
F-mail address:		

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

PROPOSAL FORM

References:

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

1.	Firm Name	A SACRATICATION OF THE PROPERTY OF THE PROPERT	
	Title	E-mail	
	Mailing Address		
	Phone	Fax	
	Description		
2.	Firm Name		
	Contact		
	Title	E-mail	
	Mailing Address		
	Phone	Fax	
	Description		·····
3.	Firm Name		
		E-mail	
	Mailing Address		·- •
	Phone		
	Description		

Galveston County Mainland, Galveston Island, and Bolivar Peninsula Locations

Attachment A - Bid Sheet Automotive Parts and Supplies

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

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

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Item	Description	Brand Bid	MS	QTY./\$@	Discount Off	Ext. Price	Discount Off	Ext. Price
#			49	Jobber	Jobber List		Jobber List	
					Main. & Island Loc.		Bolivar Loc.	
-	Air Compressors (Large Truck):		8	2,000.00		2,000.00		2,000.00
2	Air Brake Chambers & Slack Adjusters		()	2,000.00		2,000.00		2,000.00
က	Alternators-New:		49	800.00		800.00		800.00
4	Alternators Rebuilt		49	800.00		800.00		800.00
ည	Batteries:		()	1,000.00		1,000.00		1,000.00
9	Bearings: BCA		49	2,000.00		2,000.00		2,000.00
7	Belts: Gates Green Stripe, Dayco		↔	2,000.00		2,000.00		2,000.00
æ	Brake Shoes & Pads: Wagner, Bendix		s	3,000.00		3,000.00		3,000.00
6	Brake Hardware: Wagner, Bendix		\$	1,000.00		1,000.00		1,000.00
10	Chassis Parts: Moog, TRW		↔	3,000.00		3,000.00		3,000.00
-	Chemicals: Berryman		€9	200.00		200.00		200.00
12	Chemicals: CRC		↔	500.00		200.00		200.00
13	Electrical Connectors		€9	300.00		300.00		300.00
14	Cooling System Parts: Stant		49	00.009		00.009		00.009
15	Engine MgmtRotors, Points, PCV Valves		49	2,000.00		2,000.00		2,000.00
16	Exhaust Parts: Walker		€9	1,000.00		1,000.00		1,000.00
17	Filters: Wix, Fram, Motorcraft		↔	10,000.00		10,000.00		10,000.00
18	Fuel Pumps-Diesel-New:		()	2,000.00		2,000.00		2,000.00
19	Fuel Pumps-Diesel-Rebuilt:		€9	2,000.00		2,000.00		2,000.00
20	Fuel Pumps-Gas-New: Carter, Airtex	:	€9	3,000.00		3,000.00		3,000.00
21	Fuel Pumps-Gas-Rebuilt:		\$	1,000.00		1,000.00		1,000.00

Galveston County Mainland, Galveston Island, and Bolivar Peninsula Locations

Attachment A - Bid Sheet Automotive Parts and Supplies

Hem	Description	Brand Bid		OTV /¢ @	Discount Off	Evt Drice	Discount Off	Ext Drice
#			\$	Jobber	Jobber List	PAI: FIICE	Jobber List	EAL FINCE
					Main. & Island Loc.		Bolivar Loc.	
		The second secon						
22	Fuel Shut Off Solenoids-Diesel:		es	1,000.00		1,000.00		1,000.00
23	Gaskets: Fel-Pro		s	400.00		400.00		400.00
24	Gear Lube-5 gal. Container:		49	200.00		200.00		200.00
25	Hoses: Gates, Dayco		မှ	1,000.00		1,000.00		1,000.00
56	Injection Pumps-Diesel:		ક્ર	1,000.00		1,000.00		1,000.00
	Injectors-Rebuilt:		8	800.00		800.00		800.00
	Ignition Parts: Standard Ignition		49	800.00		800.00		800.00
	Lighting: Wagner		49	800.00		800.00		800.00
	Mini-Bar Lights:		49	700.00		700.00		700.00
	Permatex Type Products:		\$	400.00		400.00		400.00
	Seals: National		49	2,000.00		2,000.00		2.000.00
-T	Shocks: Monroe		69	500.00		200.00		500.00
	Spark Plugs: Champion, Motorcraft		₩	500.00		200.00		500.00
	Starters-Remanufactured:		\$	500.00	•	500.00		500.00
\top	Starters-New:		↔	1,000.00		1,000.00		1,000.00
\neg	Strobe Lights	· ·	↔	500.00		200.00		500.00
38	Switches: Signal Stat		8	1,000.00		1,000.00		1,000.00
	3M Type Products:		*	500.00		200.00		500.00
	Universal Joints: Precision		49	800.00		800.00		800.00
	Water Pumps-New: TRW, Carter, Airtex		↔	1,000.00		1,000.00		1,000.00
	Water Pumps-Rebuilt:		↔	500.00		200.00		500.00
\neg	Wipers & Accessories: Anco		↔	1,000.00		1,000.00		1,000.00
\neg	Wire & Cable: Standard, DCW		\$	1,000.00		1,000.00		1,000.00
45	Misc. Items: Floor Dry, hand cleaner,		€9	1,000.00		1,000.00		1.000.00
	washer fluid, car cleaning supplies, etc.							
		[o+o]o.						
		lotals.		59,100.00		59,100.00		59,100.00

ATTACHMENT B

GALVESTON COUNTY, TEXAS VEHICLE LISTING BY DEPARTMENT

FAID	PC SC	YEAR	DESCRIPTION	MAKE	MODEL	VIN NO.
DEPARTMENT: 114000 County Clerk 000000032069 VH FV 2016 VAN, TRAN	ENT: 114	000 CC 2016	00 County Clerk 2016 VAN, TRANSIT WAGON	FORD	TRANSIT 350 WAGON	1FBVU4XG8GKA18401
TOTAL COUNT:	NT: 1					
DEPARTMENT: 11 0000000004520 VH FP	ENT: 116 VH FP	.020 Co	DEPARTMENT: 116020 Co Records Mgmt. & Presv Fnd 000000004520 VH FP 1995 TRUCK	FORD	F800	1FDWF80C0SVA55647
TOTAL COUNT:	NT: 1					
DEPARTMENT: 126100 District Clerk 000000030311 VH SC 2009 SEDAN	ENT: 126 VH SC	1 00 Di 2009	istrict Clerk SEDAN	TOYOTA	PRIUS HYBRID	JTDKB20U297851982
TOTAL COUNT:	NT: 1					
DEPARTM	ENT: 127	100 Di	DEPARTMENT: 127100 District Attorney			
000000027153	VH FP	2005	PICKUP TRUCK	FORD	F150 SUPERCREW 4X4	1FTPW14595KD79410
000000030116	VH FP	2008	PICKUP TRUCK	FORD	F150 SUPERCREW 2WD	1FTPW12588FB21878
000000030139	VH. PS	2008	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71VX8X167557
000000031654	VH FU	2008	SUBURBAN	CHEVROLET	SUBURBAN	3GNFC160X8G249628
000000031723	VH MV	2013	SUV	CHEVROLET	TAHOE 2WD CC10706	1GNLC2E06DR264826
000000032014	VH MS	2016	4 DOOR SEDAN	FORD	FUSION S	3FA6P0G77GR227131
000000032015	VH MS	2016	4 DOOR SEDAN	FORD	FUSION S	3FA6P0G79GR227132
TOTAL COUNT:	NT: 7					
DEPARTM	ENT: 151	400 Pr	DEPARTMENT: 151400 Professional Services			
000000030616	VH FP	2010	PICKUP TRUCK	FORD	F250 DIESEL 4Z4	1FTSW2BR4AEA57207
000000031994	· VH FP	2015	PICKUP	FORD	F150 XL SUPER CAB	1FTEX1E86FKE11194
TOTAL COUNT:	NT : 2					
DEPARTM	ENT: 151	500 Ta	DEPARTMENT: 151500 Tax Assessor/Collector Admin			
000000029874 VH FV	VH FV	2009	VAN	FORD	138 ECONOLINE	1FMNE11L49DA05578
			: 1 - 1-: 1-11	1		

1/8/2016 | 3:35:58 PM | NOLANE | **Galv Cnty Production**|FA_Vehicle_Listing_vb

FAID	PC SC	YEAR	DESCRIPTION	MAKE	MODEL	VIN NO.
TOTAL COUNT:	ίΤ: 1					
DEPARTMI	ENT: 15	9100 L	DEPARTMENT: 159100 Information Technology			
000000026798	VH MV	/ 2001	VAN	FORD	E250	1FTNE24L411HB15873
000000026843	VH MV	7 2002	VAN	FORD	E250	1FTNE24L42HA22157
000000027104	VH FV	2005	CARGO VAN	FORD	E150	1FTRE14L75HA82983
000000027120	VH PS	2005	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71W15X135326
000000029229	VH FV	2006	VAN	FORD	E250	1FTNE24LX6DA11029
000000030308	VH FU	2009	SUV	TOYOTA	HIGHLANDER HYBRID	JTEEW41A092030681
000000030310	VH SC	2009	SEDAN	TOYOTA	PRIUS HYBRID HATCHBACK	JTDKB20U293538373
TOTAL COUNT:	T: 7					
DEPARTME	INT: 17	0100 F	DEPARTMENT: 170100 Facilities Srvs & Maintenance			
000000026877	VH FP	2002	PICKUP TRUCK	FORD	F150	1FTRX17L82NB61677
000000026882	VH FP	2002	PICKUP TRUCK	FORD	F350	1FDSF34L72ED12623
000000029274	VH FV	2006	VAN 15 PASSENGER	FORD	E350	1FBSS31L06DA77373
000000030120	VH FP	2008	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12568KD08984
000000030439	VH FP	2009	PICKUP TRUCK	FORD	F250 EXTENDED CAB	1FDSX20R39EB12575
000000030440	VH FP	2009	PICKUP TRUCK	FORD	F250 EXTENDED CAB	1FDSX20R19EB12574
000000030441	VH FP	2009	PICKUP TRUCK	FORD	F250 EXTENDED CAB	1FDSX20RX9EB12573
000000030442	VH FP	2009	PICKUP TRUCK	FORD	F250	1FDSX20R89EB12572
000000030484	VH FP	2010	PICKUP TRUCK	FORD	F250 SUPERCAB 4X2	1FTSX2AR1AEA72519
000000030820	VH FP	2011	PICKUP TRUCK	FORD	F250	1FT7X2AT4BEB90681
000000031636	VH FP	2012	PICKUP TRUCK	FORD	F250	1FT7X2AT1CEC12783
000000031892	VH FP	2014	PICKUP TRUCK	FORD	F150	1FTVW1CFXEKD82947
TOTAL COUNT:	T : 12					
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DEPARTMENT: 172111 Fleet Mgmt - Galveston

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FAID	PC SC	YEAR	DESCRIPTION	MAKE	MODEL	VIN NO.
000000001500	VH FP	2000	PICKUP TRUCK	FORD	F250	1FTNX20F4YED51462
000000026862	VH FP	2002	PICKUP TRUCK	FORD	F250 4X4	1FTNW21L82EB56253
000000026946	VH MV	2003	VAN	FORD	E350	1FBSS31L23HA56190
000000027023	VH FP	2003	PICKUP TRUCK	FORD	F350	1FDWX37P43EC13496
000000027121	VH FP	2005	PICKUP TRUCK	FORD	F250 CREWCAB	1FTSW21Y35EB72766
000000027163	VH FP	2005	PICKUP TRUCK	FORD	F350 4X4	1FDSF35P95EC97886
000000029214	VH FP	2006	PICKUP TRUCK	FORD	F150 CREWCAB	1FTPW14V86KC37132
000000029230	VH FP	2006	PICKUP TRUCK	FORD	F250 4X4	1FTSW21Y46EC71730
000000029261	VH PS	2006	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71WX6X144138
000000029330	VH FP	2007	PICKUP TRUCK	FORD	F150 4X4	1FTPW14V67FA68884
000000029348	VH FS	2007	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71W67X135471
000000029349	VH FS	2007	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71W47X135470
000000030000	VH PS	2008	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71V68X144325
000000030105	VH FS	2008	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71V08X146622
000000030107	VH FS	2008	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71V98X146618
000000030141	MA VH	2008	SERVICE TRUCK	FORD	F550	1FDAX57R88ED63657
000000030459	VH FP	2010	SERVICE TRUCK	FORD	F350	1FDWX3GR2AEA49843
000000030460	VH FP	2010	SERVICE TRUCK	FORD	F350 SUPERCAB	1FDWX3GR4AEA49844
000000030495	VH PS	2010	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV5AX112792
000000030496	VH PS	2010	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV7AX112793
000000030497	VH FU	2010	SUV	FORD	EXPEDITION XLT 4X4	1FMJU1G56AEA93687
000000030603	VH PS	2010	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV9AX112794
000000030624	VH FV	1998	BUS	FORD	DIAMOND E450 SUPER DUTY	1FDXE40S3WHA70512
000000030847	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV8BX131645
000000031364	VH SC	2003	COUPE SEDAN	FORD	FOCUS	3FAFP11323R161450
000000031580	VH FP	2005	PICKUP TRUCK	GMC	SIERRA	2GTEC13T051133135
000000031647	VH MS	2004	4 DOOR SEDAN	MERCURY	GRAND MARQUIS LS PREMIUM2MEHM75W64X641494	M2MEHM75W64X641494

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FAID	PC SC	- 1	YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
000000031716	VH FP	2005	PICKUP TRUCK	FORD	F150	1FTPW12565KD95440
000000031995	VH FU	2016	SUV	FORD	EXPEDITION	1FMJU1JT7GEF06215
000000032030	VH MS	2016	4 DOOR SEDAN	FORD	FUSION	3FA6P0G76GR227119
000000032031	VH MS	2016	4 DOOR SEDAN	FORD	FUSION	3FA6P0G79GR227129
000000032032	VH MS	2016	4 DOOR SEDAN	FORD	FUSION	3FA6P0G78GR227123
000000032033	VH MS	2016	4 DOOR SEDAN	FORD	FUSION	3FA6P0G74GR227118
000000032034	VH MS	2016	4 DOOR SEDAN	FORD	FUSION	3FA6P0G77GR227128
000000032035	VH MS	2016	4 DOOR SEDAN	FORD	FUSION	3FA6P0G72GR227117
000000032053	VH MS	2016	4-DOOR SEDAN	FORD	FUSION S	3FA6P0G77GR227114
000000032054	VH MS	2016	4-DOOR SEDAN	FORD	FUSION	3FA6P0G76GR227122
000000032057	VH MS		4-DOOR SEDAN	FORD	FUSION	3FA6P0G74GR227121
000000032058	VH MS		4-DOOR SEDAN	FORD	FUSION	3FA6P0G72GR227120
000000032060	VH MS		4-DOOR SEDAN	FORD	FUSION	3FA6P0G75GR227130
000000032061	VH MS		4-DOOR SEDAN	FORD	FUSION	3FA6P0G7XGR227124
000000032062	VH MS		4-DOOR SEDAN	FORD	FUSION	3FA6P0G71GR227125
000000032063	VH MS		4-DOOR SEDAN	FORD	FUSION S	3FA6P0G70GR227116
000000032064	VH MS		4-DOOR SEDAN	FORD	FUSION S	3FA6P0G79GR227115
000000032065	VH MS		4-DOOR SEDAN	FORD	FUSION S	3FA6P0G75GR227127
000000032071	VH MS	2016	2016 FOR FUSION S	FORD	FUSION	3FA6P0G73GR227126
TOTAL COUNT:	T : 46					
DEPARTME	NT: 21]	1101 AG	DEPARTMENT: 211101 Administration Sheriff			
000000015676	VH FV	1992	VAN	FORD	ECONOLINE	1FTJE34H4NHA07663
000000026712	VH FV	2000	VAN 18 PASSENGER	FORD	E450	1FDXE45S7YHB34630
000000026863	VH FP	2002	PICKUP TRUCK	FORD	F250 4X4	1FTNW21LX2EB56254
000000026876	VH FP	2002	PICKUP TRUCK	FORD	F150	1FTRX17L62NB61676
0000000026879	VH FP	2002	PICKUP TRUCK	FORD	F350	1FTWW32F12ED12622

FAID	PC SC	YEAR	YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
000000027113	VH PS	2005	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71W25X135321
000000027122	VH FP	2005	PICKUP TRUCK	FORD	F250 CREWCAB	1FTSW21Y55EB72767
000000027123	VH PS	2005	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP74W15X131062
000000029235	VH FV	2006	CARGO VAN	FORD	E150	1FTRE14L36DA15788
000000029256	VH FP	2006	PICKUP TRUCK	FORD	F150 SUPER CREWCAB	1FTPW12V06FB26389
000000029326	VH FV	2007	CARGO VAN	FORD	E150	1FTNE14LX7DA50988
000000029328	VH FS	2007	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP74V47X133138
000000029332	VH FS	2007	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71W87X135472
000000029333	VH FS	2007	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71WX7X135473
000000029335	VH MU	2007	SUV	FORD	EXPLORER XLT 4X4	1FMEU73837UB07885
000000029346	VH FU	2007	SUV	FORD	EXPEDITION XLT 4X4	1FMFU16517LA47811
000000029871	VH PS	2008	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71V48X144324
000000029884	VH FP	2009	PICKUP TRUCK	FORD	F150	1FTRW12819FA88937
000000029957	VН FP	2007	PICKUP TRUCK	FORD	F250 CREWCAB 4x4	1FTSW21Y08EA36051
000000029958	VH FP	2007	PICKUP TRUCK	FORD	F250 CREWCAB 4x4	1FTSW21Y98EA36050
000000030081	VH FV	2008	TRANSPORT VAN	FORD	E350	1FBSS31L78DA64235
000000030082	VH FV	2008	TRANSPORT VAN	FORD	E350	1FBSS31L98DA64236
000000030085	MA VH	2007	ALL TERRAIN VEHICLE	POLARIS	SPORTSMAN OFF ROAD	4XAMH50A27B292742
000000030086	MA VH	2007	ALL TERRAIN VEHICLE	POLARIS	SPORTSMAN OFF ROAD	4XAMH50A57A217586
000000030103	VH PS	2008	4 DOOR SEDAN	FORD	CROWN VIC.	2FAFP71V18X144331
000000030127	VH PS	2008	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP74VX8X148065
000000030159	VH FU	2009	SUV	FORD	EXPEDITION XLT 4X4	1FMFU16559LA14006
000000030165	VH PS	2009	4 DOOR SEDAN	FORD	CROWN VIC	2FAHP71V89X123857
000000030447	VH FP	2009	PICKUP TRUCK	CHEVROLET	SILVERADO	3GCEC23J09G245094
000000030450	VH FP	2009	PICKUP TRUCK	CHEVORLET	SILVERADO 2500 DIESEL	1GCHC53659F172929
000000030462	VH FP	2010	PICKUP TRUCK	FORD	F250 4X4	1FTSW2BY4AEA59904
000000030488	VH FP	2010	PICKUP TRUCK	FORD	F150 CREWCAB	1FTFW1CV4AFB13504

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FAID	PC SC	YEAR	YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
000000030489	VH MS	2010	4 DOOR SEDAN	FORD	TAURUS SE	1FAHP2DW1AG132403
000000030490	VH MS	2010	4 DOOR SEDAN	FORD	TAURUS SE	1FAHP2DW3AG132404
000000030491	VH FV	2010	VAN 15 PASSENGER	FORD	E350T	1FBSS3BL0ADA31114
000000030492	VH MU	2010	SUV	FORD	EXPLORER XLT 4X4	1FMEU7D81AUA38412
000000030493	VH FV	2010	VAN 15 PASSENGER	FORD	E350T	1FBSS3BL2ADA31115
000000030494	VH MU	2010	SUV	FORD	EXPLORER XLT 4X4	1FMEU7D86AUA39667
000000030601	VH PS	2010	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV9AX115159
000000030605	VH FU	2010	SUV	FORD	EXPEDITION XLT 4X4	1FMJU1G58AEA93690
90900000000	VH FU	2010	SUV	FORD	EXPEDITION XLT 4X4	1FMJU1G51AEA93689
000000030607	VH FU	2010	SUV	FORD	EXPEDITION XLT 4X4	1FMJU1G56AEA93686
000000030614	VH PS	2010	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV5AX116793
000000030615	VH FP	2010	PICKUP TRUCK	FORD	F150 4X2 SS	1FTFW1CV2AFB33685
000000030617	VH FP	2010	PICKUP TRUCK	FORD	F150	1FTFW1CV2AFB13503
000000030627	MA VH	2010	ALL TERRAIN VEHICLE	POLARIS	RGR800 CREW	4XAWH76A2158841
000000030629	лн ин	2010	PICKUP TRUCK	FORD	F150	1FTFW1CV8AKE38499
000000030637	VН FP	2010	PICKUP TRUCK	DODGE	RAM 1500 CREWCAB	1D7RB1CT0BS519639
000000030643	VH FP	2010	PICKUP TRUCK	CHEVROLET	SILVERADO 1500	3GCRKSE30AG218372
000000030828	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BVXBX135440
000000030829	NH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV1BX135441
000000030830	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV3BX135439
000000030832	VH FU	2011	SUV	FORD	EXPEDITION 4X4	1FMJU1G52BEF29077
000000030833	VH FU	2011	SUV	FORD	EXPEDITION 4X4	1FMJU1G54BEF29078
000000030834	VH FU	2011	SUV	FORD	EXPEDITION 4X4	1FMJU1G56BEF29079
000000030835	VH FU	2011	SUV	FORD	EXPEDITION 4X4	1FMJU1G52BEF29080
000000030839	VH FP	2011	PICKUP TRUCK	FORD	F150	1FTFW1CF1BKD38402
000000030840	VH FP	2011	PICKUP TRUCK	FORD	F150	1FTFW1CF3BKD38403
000000030842	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV1BX131647

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FAID	PC SC	YEAR	DESCRIPTION	MAKE	MODEL	VIN NO.
000000030843	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV3BX131648
000000030844		2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV5BX131649
000000030845	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV1BX131650
000000030846	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV3BX131651
000000031262	VH FP	2011	PICKUP TRUCK	FORD	F150	1FTFW1ET9BFB91645
000000031362	VH FP	2007	PICKUP TRUCK	CHEVROLET	SILVERADO	3GCEC13J87G540578
000000031370	VH FP	2010	PICKUP TRUCK	FORD	F150 SS CREWCAB 4X4	1FTFW1E81AFD91798
000000031577	VH FS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BV4BX181992
000000031578	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VIC	2FABP7BVXBX181995
000000031599	VH FU	2012	SUV	CHEVROLET	TAHOE 4X4	1GNSK2E06CR249059
000000031601	VH FP	2012	PICKUP TRUCK	FORD	F150	1FTFW1CF5CFB26936
000000031602	VH FP	2012	PICKUP TRUCK	FORD	F150	1FTFW1CF7CFB26937
000000031603	VH FP	2012	PICKUP TRUCK	FORD	F150	1FTFW1CF9CFB26938
000000031617	VH PS	2012	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U24CL643535
000000031619	VH FV	2012	VAN 15 PASSENGER	FORD	E350T	1FBSS3BL4CDB14306
000000031623	VH PS	2012	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U27CL644503
000000031625	VH PS	2012	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U2XCL646469
000000031626	VH PS	2012	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U20CL646366
000000031627	VH PS	2012	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U20CL640468
000000031648	VH FP	2013	PICKUP TRUCK	FORD	F150 CREWCAB SS 4X2	1FTFW1CTXDKD27553
000000031691	VH MU	2013	SUV	FORD	EXPLORER XLT 4DR 4X4	1FM5K7D89DGC15913
000000031692	VH MU	2013	SUV	FORD	EXPLORER XLT 4DR 4X4	1FM5K7D87DGC15912
000000031724	VH MU	2013	SUV	CHEVROLET	TAHOE 2X2	1GNSCAE09DR276328
000000031734	VH MU	2013	SUV	CHEVROLET	TAHOE 4D 2X2	1GNLC2E00DR279449
000000031735	VH FU	2013	SUV	CHEVROLET	TAHOE 4X4	1GNSK2E07DR278734
000000031762	VH FV	2013	VAN 15 PASSENGER	FORD	ECONOLINE S3B4	1FBSS3BL2DDB17934
000000031763	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U29DL825703

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FAID	PC SC	YEAR	YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
000000031764	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U26DL825285
000000031765	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U29DL825698
000000031766	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U2XDL825693
000000031767	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U25DL825696
000000031768	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U27DL825702
000000031769	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U25DL825701
000000031770	VH PS	2013	4 DOOR SEDAN	CHEVROLET	CAPRICE PPV	6G1MK5U2XDL826228
000000031771	VH FP	2013	PICKUP TRUCK	DODGE	RAM 1500 CREWCAB	1C6RR6LT6DS697746
000000031772	VH FU	2013	4 DOOR SUV	CHEVROLET	TAHOE PPV 2X2	1GNLC2E0XDR370518
000000031773	VH FU	2013	4 DOOR SUV	CHEVROLET	TAHOE PPV 2X2	1GNLC2E06DR373187
000000031774	VH FU	2013	4 DOOR SUV	CHEVROLEY	TAHOE PPV 2X2	1GNLC2E02DR373252
000000031775	VH FU	2013	4 DOOR SUV	CHEVROLET	TAHOE PPV 2X2	1GNLC2E0XDR373287
000000031776	VH FU	2013	4 DOOR SUV	CHEVROLET	TAHOE PPV 2X2	1GNLC2E02DR371002
000000031777	VH FU	2013	4 DOOR SUV	CHEVROLET	TAHOE PPV 2X2	1GNLC2E05DR370989
000000031790	VH FV	2007	SPORTS VAN	CHEVROLET	HHR LTI EXTENDED	3GNDA23D97S536349
000000031855	VH FU	2014	SUV	CHEVY	ТАНОЕ	1GNLC2E06ER208533
000000031856	VH FU	2014	SUV	CHEVY	TAHOE	1GNLC2E04ER200916
000000031857	VH FU	2014	SUV	CHEVY	ТАНОЕ	1GNLC2E04ER209731
000000031858	VH FU	2014	SUV	CHEVY	TAHOE	1GNLC2E05ER202397
000000031859	VH FU	2014	SUV	CHEVY	TAHOE	1GNLC2E05ER205350
000000031861	VH FU	2014	SUV	CHEVY	TAHOE	1GNLC2E02ER198616
000000031862	VH FU	2014	SUV	CHEVY	TAHOE	1GNLC2E01ER199854
000000031863	VH FU	2014	SUV	CHEVY	ТАНОЕ	1GNLC2E01ER199837
000000031879	VH MU	2014	SUV	FORD	EXPLORER X	1FM5K7D82EGB85722
000000031880	VH MU	2014	SUV	FORD	EXPLORER X	1FM5K7D80EGB85721
000000031882	VH FU	2014	SUV	FORD	EXPEDITION	1FMJU1J51EEF32789
000000031883	VH FU	2014	SUV	FORD	EXPEDITION	1FMJU1G50EEF32788

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FAID	PC SC	YEAR	YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
000000031887	VH FU	2014	SUV	FORD	EXPEDITION	1FMJU1G57EEF32786
000000031888	VH FU	2014	SUV	FORD	EXPEDITION	1FMJU1G59EEF32787
000000031891	VH MU	2014	SUV	FORD	EXPLORER	1FM5K7D84EGB85723
000000031893	VH FV	2014	CARGO VAN	FORD	E150	1FTNE1EL0EDA81887
000000031895	VH FP	2014	PICKUP TRUCK	FORD	F150	1FTFW1EF3EKE58333
000000031915	VH MU	2011	SUV	HYUNDAI	SANTA FE	5XYZK4AG9BG066290
000000031918	VH FU	2014	SUV	CHEVROLET	TAHOE	1GNSK2E00ER194692
000000031921	VH FV	2014	CARGO VAN	FORD	E150	1FTNE1EL2EDA81888
000000031922	VH FP	2015	PICKUP TRUCK	FORD	F250	1FT7W2B63FEA88645
000000031923	VH FP	2015	PICKUP TRUCK	FORD	F250	1FT7W2B61FEA88644
000000031953	VH FU	2015	SUV	CHEVROLET	TAHOE	1GNLC2EC6FR570910
000000031998	VH FU	2016	SUV	FORD	EXPLORER	1FM5K8AR8GGA62920
000000031999	VH FU	2016	SUV	FORD	EXPLORER	1FM5K8AR1GGA62919
000000032000	VH FU	2016	SUV	FORD	EXPLORER	1FM5K8AR7GGA72077
000000032001	VH FU	2016	SUV	FORD	EXPLORER	1FM5K8AR8GGB19455
000000032004	VH FU	2016	SUV	CHEVROLET	TAHOE PPV	1GNLCDEC7GR141899
0000000032005	VH FU	2016	SUV	CHEVROLET	TAHOE PPV	1GNLCDEC2GR141907
0000000032006	VH FU	2016	SUV	CHEVROLET	TAHOE PPV	1GNLCDEC4GR143402
000000032007	VH FU	2016	SUV	CHEVROLET	TAHOE PPV	1GNLCDEC5GR148916
000000032008	VH FU	2016	SUV	CHEVROLET	TAHOE PPV	1GNLCDEC0GR148970
000000032009	VH FU	2016	SUV	CHEVROLET	TAHOE PPV	1GNLCDEC7GR150263
000000032010	VH FU	2016	SUV	CHEVROLET	TAHOE	1GNLCDEC0GR150301
000000032011	VH FU	2015	SUV	CHEVROLET	TAHOE	1GNLCDEC5GR150598
000000032012	VH FU	2015	SUV	CHEVROLET	TAHOE PPV	1GNLCDEC8GR147856
000000032013	VH FU	2015	SUV	CHEVROLET	TAHOE PPV	1GNLCDECOGR144370
000000032016	VH FU	2016	SUV	FORD	EXPLORER P	1FM5K8ARXGGA62921
000000032021	VH FP	2015	PICKUP	FORD	F150 CREW CAB 4X2	1FTEW1CF6FFC31050

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FAID	PC SC	YEAR	YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
000000032022	VH FP	2015	PICKUP	FORD	F150 CREW CAB 4X2	1FTEW1CF6FFC31047
000000032023	VH FP	2015	PICKUP	FORD	F150 CREW CAB 4X2	1FTEW1CF8FFC31048
000000032024	VH FP	2015	PICKUP	FORD	F150 CREW CAB 4X2	1FTEW1CFXFFC31049
000000032025	VH FU	2015	SUV	CHEVROLET	TAHOE PPV CC157	1GNLCDEC3GR150258
000000032026	VH FU	2015	SUV	CHEVROLET	TAHOE PPV CC157	1GNLCDEC3GR142807
000000032027	VH FU	2015	SUV	CHEVROLET	TAHOE PPV CC157	1GNLCDEC6GR142848
000000032028	VH FU	2015	SUV	CHEVROLET	TAHOE PPV CC157	1GNLCDEC9GR148112
000000032029	VH FU	2015	SUV	CHEVROLET	TAHOE PPV CC157	1GNLCDEC0GR139458
000000032036	VH FP	2016	PICKUP	FORD	F250 CREW CAB 4X4	1FT7W2B63GEA66260
000000032037	VH FU		SUV	FORD	EXPEDITION	1FMJU1GT0GEF08802
000000032038	VH FU	2016	SUV	FORD	EXPEDITION	1FMJU1GTXGEF08810
000000032039	VH FU		SUV	FORD	EXPEDITION	1FMJU1GTXGEF08807
000000032040	VH FU	2016	SUV	FORD	EXPEDITION	1FMJU1GT9GEF08801
000000032041	VH FU		SUV	FORD	EXPEDITION	1FMJU1GT8GEF08806
000000032042	VH FU		SUV	FORD	EXPEDITION	1FMJU1GT2GEF08803
000000032043	VH FU		SUV	FORD	EXPEDITION	1FMJU1GT3GEF08809
000000032044	VH FU		SUV	FORD	EXPEDITION	1FMJU1GT4GEF08804
000000032049	VH FU	2016	SUV	CHEVROLET	ТАНОЕ	1GNLCDEC8GR148344
000000032055	VH FU	2016	SUV	FORD	EXPEDITION	1FMJU1GT6GEF08805
000000032056	VH FU	2016	SUV	FORD	EXPEDITION	1FMJU1GT7GEF08800
000000032059	VH FV		2016 FORD TRANSIT CARGO VAN 150	FORD	TRANSIT CARGO VAN 150	1FTYE9ZM4GKA18370
000000032070	VH FU	2016	2016 FORD EXPEDITION	FORD	EXPEDITION	1FMJU1GT1GEF08808
TOTAL COUNT. 162	T. 163					

TOTAL COUNT: 162

DEPARTMENT: 211126 Auto Crime Task Force

2009 CRIME PREVENTION TRAILER

PACE AMERICAN CARGO

47ZWB24259X066094

TOTAL COUNT: 1

000000030315 MA VH

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FAID	PC SC		YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
DEPARTM	ENT: 2	23700 C	DEPARTMENT: 223700 Constable Pct #1-A			
000000030826	VH FP	2011	PICKUP TRUCK	FORD	F150	1FTFW1CF1BFA87843
000000030827	VH FP	2011	PICKUP TRUCK	FORD	F150	1FTFW1CF3BFA87844
000000030837	VH FP	2011	PICKUP TRUCK	FORD	F150	1FTFW1CF5BFA87845
000000030838	VH FP	2011	PICKUP TRUCK	FORD	F150	1FTFW1CF7BFA87846
TOTAL COUNT:	VT: 4					
DEPARTM	ENT: 2	23800 C	DEPARTMENT: 223800 Constable Pct #4-A			
000000029890 VH FP	VH FP	2009	PICKUP TRUCK	CHEVROLET	SILVERADO CREWCAB 2X2	3GCEC13079G267787
TOTAL COUNT:	T: 1					
DEPARTMI	ENT: 2	23900 C	DEPARTMENT: 223900 Constable Pct #3-C			
000000031125	VH FP	2011	PICKUP TRUCK	FORD	F150 4X4	1FTFW1EFXBFA87854
TOTAL COUNT:	(T: 1					
DEPARTMI	INT: 2:	56100 J	DEPARTMENT: 256100 Juvenile Justice			
000000027101	VH FV	7 2005	15 PASSENGER CLUB WAGON	FORD	138 ECONOLINE	1FBSS31L95HA82949
000000030817	VH FV	/ 2011	VAN 15 PASSENGER	FORD	E350 ECONOLINE	1FBSS3BL4BDA48113
000000030818	VH FV	/ 2011	VAN 15 PASSENGER	FORD	E350 ECONOLINE	1FBSS3BL6BDA48114
000000030831	VH PS	2011	4 DOOR SEDAN	FORD	CROWN VICTORIA	2FABP7BV3BX135442
TOTAL COUNT:	(T: 4					
DEPARTME	3NT: 2	91010 E	DEPARTMENT: 291010 Emergency Management			
000000027114	MA VH	H 2004	MOBILE COMMAND TRAILER	WELLS CARGO	EW242W	1WC200L2X42051664
000000030142	VH FP	2008	PICKUP TRUCK	FORD	F350 4X4	1FTSW21R68ED51445
000000031661	VH FU	J 2013	SUV	CHEVROLET	TAHOE 4D CC10707	1GNLC2E06DR215402
000000031662	VH FU	J 2013	4 DOOR SUV	CHEVROLET	TAHOE 4D CC10706	1GNLC2E06DR215447
000000031784	VH FU	7 2014	SUV	CHEVROLET	TAHOE 4D 4X4	1GNSK2E02ER149639

FAID	PC SC	YEAR	YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
TOTAL COUNT:	T: 5					
DEPARTMENT: 296100 Flood Control	INT: 296	100 FK	ood Control			
000000011959	MA VH	1986	DUMP TRUCK	CHEVROLET	C60 DIESEL	1G8G6D1F4GV118075
000000011960	MA VH	1995	WINCH TRUCK	FORD	F800	1FDWF80C9SVA52262
000000026872	VH FP	2002	PICKUP TRUCK	DODGE	RAM 1/2 TON	1D7HA16Z12J237420
000000029994	MA VH	2008	DUMP TRUCK	FORD	F750	3FRXF75D38V646589
000000029995	MA VH	2008	DUMP TRUCK	FORD	F750	3FRXF75DX8V646590
000000030008	MA VH	2008	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF75D98V045736
000000000000	VH VH	2008	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF75D08V045737
000000030111	MA VH	2008	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF75D98V046076
000000030463	MA VH	2010	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF7FD5AV254315
000000030464	MA VH	2010	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF7FD7AV254316
000000030471	MA VH	2010	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF7FD9AV254317
000000030911	MA VH	2011	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF7FJ1BV565716
000000030912	MA VH	2011	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF7FJXBV565715
000000031727	VH FP	2013	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FT8W3BT1DEA64017
000000031742	MA VH	2013	DUMP TRUCK	FORD	F750	3FRXF7FJ9DV756707
000000031743	MA VH	2013	DUMP TRUCK	FORD	F750	3FRXF7FJ0DV756708
000000031894	MA VH	2015	DUMP TRUCK	FORD	F750	3FRXF7FJXFV554669
000000031901	VH FP	2015	PICKUP TRUCK	FORD	F350	1FT8W3BT7FEA16539
TOTAL COUNT:	F: 18					
DEPARTMENT: 312110 Administration	NT: 3121	110 Ad	ministration			
000000000944	MA VH	1999	WATER TRUCK	INTERNATIONAL	4700	1HTSCABN7XH668214
000000011752	MA VH	1997	ASPHALT DISTRIBUTOR TRUCK	FORD	F800 2000 GAL	1FDXF80C9VVA37334
000000011759	MA VH	1995	WINCH TRUCK	FORD	F800	1FDWF80C7SVA16926
000000012991	MA VH	1995	WATER TRUCK	FORD	F700	1FDWF80C9SVA16927
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FAID	PC SC	YEAR	DESCRIPTION	MAKE	MODEL	VIN NO.
000000026720	VH FP	2000	SERVICE TRUCK	FORD	F250 4X2	1FDNX20F1YED68201
000000026880	VH FP	2002	PICKUP TRUCK	FORD	F250	1FTNX21F62ED12619
000000026894	VH FP	2002	SERVICE TRUCK	FORD	F350	1FDSX34F42ED12621
000000027026	MA VH	2004	DUMP TRUCK	FORD	F750	3FRXF75804V612526
000000027148	MA VH	2005	HAUL TRUCK	MACK	CH0613 380HP	1M1AJ06Y45N002780
000000028166	MA VH	2006	DUMP TRUCK 9 YARD	FORD	F750	3FRXF75P66V252012
000000028167	MA VH	2006	DUMP TRUCK 9 YARD	FORD	F750	3FRXF75P86V252013
000000029203	VH FP	2006	PICKUP TRUCK	FORD	F350 SUPERCAB 4X2	1FTWX30P36EB27311
000000029204	MA VH	2006	DUMP TRUCK 9 YARD	FORD	F750	3FRXF75P06V286821
000000029205	MA VH	2005	DUMP TRUCK 9 YARD	FORD	F750	3FRXF75P26V286822
000000029206	VH FP	2006	PICKUP TRUCK	FORD	F350 SUPERCAB 4X2	1FTWX30P76EB27313
000000029207	VH FP	2006	PICKUP TRUCK	FORD	F350 SUPERCAB 4X2	1FTWX30P96EB27314
000000029208	VH FP	2006	PICKUP TRUCK	FORD	F350 SUPERCAB 4X2	1FTWX30P56EB27312
000000029225	VH FP	2005	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FTWW31P76EC74779
000000029227	VH FP	2006	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FTWW31P56EC74778
000000029250	MA VH	2006	DUMP TRUCK	FORD	F650	3FRXF75P66V376328
000000029975	VH FP	2008	PICKUP TRUCK	FORD	F250 CREWCAB	1FTSW20RX8EA79466
000000030017	MA VH	2008	WINCH TRUCK	FORD	F750	3FRXF75B78V649235
000000030124	VH FP	2008	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FTWW31RX8ED57529
000000030136	VH FP	2008	PICKUP TRUCK	FORD	F350	1FTWW30R28ED57543
000000030449	VH FP	2009	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FTWW3BR3AEA15862
000000030482	VH FP	2010	PICKUP TRUCK	FORD	F350 CREWCAB	1FTWW3AR5AEA72520
000000030815	VH FP	2011	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FT8W3BT3BEB90683
000000031726	VH FP	2013	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FT8W3BT3DEA64018
000000031787	MA VH	2008	ALL TERRAIN VEHICLE	JOHN DEERE	GATOR XUV GAS	M0XUVGX026881
000000031902	VH FP	2015	PICKUP TRUCK	FORD	F350	1FT8W3BT5FEA16541
000000032052	MA VH	2016	2016 FORD F750 DUMP BODY	FORD	F750	1FDXF7DCXGDA01083

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FAID	PC SC	YEAR	N DESCRIPTION	MAKE	MODEL	VIN NO.
000000032066	VH FP	2016	PICKUP	FORD	F350 CREW CAB 4X4	1FT8W3BT7GEA66262
000000032067	MA VH	2016	WINCH TRUCK	FORD	F750	1FDYF7DE0GDA01082
TOTAL COUNT:	(T: 33					
DEPARTMENT:	INT: 41	1100 M	411100 Mosquito Control District			
000000026609	VH FP	1999	PICKUP TRUCK	DODGE	RAM	1B7HC16X0XS259851
000000026759	VH MV	2001	VAN	FORD	E350	1FBNE31L41HA76829
000000026873	VH FP	2002	PICKUP TRUCK	DODGE	RAM	1D7HA16K22J237414
000000026878	VH FP	2002	PICKUP TRUCK	FORD	F250	1FTNF21S42ED12618
000000026951	VH FP	2003	PICKUP TRUCK	FORD	F150	IFTRF17W53NB12838
000000027076	VH VH	2004	PICKUP TRUCK	DODGE	RAM 1500	1D7HA16K14J268334
000000027077	VH FP	2004	PICKUP TRUCK	DODGE	RAM 1500	1D7HA16K34J268335
000000027096	VH FP	2005	PICKUP TRUCK	FORD	F150	1FTRF122X5NA62879
000000027097	VH FP	2005	PICKUP TRUCK	FORD	F150	1FTRF12265NA62880
000000029249	VH FP	2006	PICKUP TRUCK	FORD	F150	1FTRF12296NB40781
000000029251	VH FP	2006	PICKUP TRUCK	FORD	F150	1FTRF12276NB40780
000000029337	VH FP	2007	PICKUP TRUCK	FORD	F150	1FTRF12297NA39841
000000029338	VH FP	2007	PICKUP TRUCK	FORD	F150	1FTRF12267KC26410
000000030117	VH FP	2008	PICKUP TRUCK	FORD	F150	1FTRF122X8KD08982
000000030118	VH FP	2008	PICKUP TRUCK	FORD	F150	1FTRF12218KD08983
000000030485	VH FP	2010	PICKUP TRUCK	DODGE	RAM 1500 4X2	3D7JB1EK3AG118853
000000030486	VH FP	2010	PICKUP TRUCK	DODGE	RAM 2500 4X4	3D7LT2ET9AG129960
000000031721	VH FP	2013	PICKUP TRUCK	FORD	F150 REGCAB	1FTMF1CM2DKE41014
000000031722	VH FP	2013	PICKUP TRUCK	FORD	F250 REGCAB 4X4	1FTBF2B65DEA69103
TOTAL COUNT:	T: 19					
DEPARTME 000000026955	NT: 451 VH PS	1110 Se ₃	DEPARTMENT: 451110 Senior Citizens Program 000000026955 VH PS 2003 4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71W23X181907
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FAID	PC SC	YEAR	DESCRIPTION	MAKE	MODEL	VIN NO.
000000027041	ин ин	I 2003	BUS 18 PASSENGER	FORD	ELDORADO CUTAWAY	1FDXE45S63HB48432
000000027137	УН ЕО	2005	BUS 18 PASSENGER	FORD	E450	1FDXE45S65HA77493
000000029242	VH FV	2006	BUS	FORD	F450	1FDXE45P76HB19716
000000029265	VH PS	2006	4 DOOR SEDAN	FORD	CROWN VIC	2FAFP71W86X144136
000000029345	VH FU	2007	SUV	FORD	EXPEDITION XLT 4X4	1FMFU16537LA47812
000000029902	VH FV	2002	VAN	FORD	E350	1FBSS31S42HB63781
000000029959	VH FV	2007	VAN 15 PASSENGER	FORD	E350	1FBSS31L37DA98039
000000029976	VH VH	1 2008	BUS	DIAMOND COACH	VIP 3201	1HVBTAFK88H556918
000000030419	VH FV	2009	VAN 15 PASSENGER	FORD	E350 ECONOLINE	1FBSS31L79DA80081
000000030425	VH FV	2009	VAN	FORD	E250	1FTNE24L29DA76896
000000030427	VH MU	J 2009	SUV	FORD	ESCAPE	1FMCU03G29KC96856
000000030428	VH FV	2009	PASSENGER VAN	FORD	E250	1FTNE24L59DA85687
000000031618	VH FV	2012	CARGO VAN	FORD	E250	1FTNE2EL1CDB08372
000000032003	VH VH	f 2016	BUS, 16 PASSENGER	FORD	GLAVAL UNIVERSAL	1FDFE4FS6GDC03260
TOTAL COUNT:	T : 15					
DEPARTMENT: 522020 Parks	NT: 52	22020 P.	arks			
000000026888	VH FP	2002	PICKUP TRUCK	FORD	RANGER SUPERCAB	1FTYR14VX2PB32410
000000026909	VH FP	2003	PICKUP TRUCK	FORD	F250 CREWCAB 4X4	1FTNW21L33EB45629
000000027016	VH FP	2003	PICKUP TRUCK	FORD	F350	1FDSF34L63EC02955
000000027075	ИН ИН	4 2004	PICKUP TRUCK	FORD	F350	1FDSF34P04EC65490
000000027124	VH FP	2005	PICKUP TRUCK	DODGE	RAM QUADCAB 4X2	3D7KR28DX5G799814
000000027138	VH FP	2005	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12535NB27042
000000027139	VH FP	2005	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12535NB27044
000000027144	VH FP	2005	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12585NB27040
000000027149	MA VH	f 2005	TRACTOR	JOHN DEERE	55252C	LV5525P153814
000000027150	VH FP	2005	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12535NB40280

FAID	PC SC		YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
000000027151	VH FP	2005	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12515NB27043
000000029216	VH FP	2006	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12536NA98887
000000029217	VH FP	2006	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12556NA98888
000000029238	MA VH	2006	ALL TERRAIN VEHICLE	POLARIS	RAN7004X4	4XARD68A36D030324
000000029252	VH FP	2006	PICKUP TRUCK	FORD	F150 SUPERCAB	1FTVX12576NB02231
000000029268	VH FP	2006	PICKUP TRUCK	FORD	F350 DIESEL 4X4	1FDSF35P36EC61497
000000029313	VH FP	2006	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FTWW31P67EA04735
000000029341	VH FP	2007	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX125X7NA39840
000000029992	MA VH	2008	DUMP TRUCK 6-8 YARD	FORD	F750	3FRXF75D08V653449
000000030021	MA VH	2008	HEAVY HAUL TRUCK	FORD	F750 HAUL TRUCK	3FRXF75F08V680457
000000030075	MA VH	2008	ALL TERRAIN VEHICLE	POLARIS	R08RH68AG 4X4 RANGER	4XARH68A082380643
000000030121	VH FP	2008	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX12588KD08985
000000030122	VH FP	2008	PICKUP TRUCK	FORD	F150 SUPERCAB 4X2	1FTVX125X8KD08986
000000030135	VH FP	2008	PICKUP TRUCK	FORD	F350 4X4	1FTWW31R68ED57544
000000030146	VH FP	2008	PICKUP TRUCK	FORD	F250 3/4 TON 4X2	1FTSW20R28ED51444
000000030429	VH FP	2009	PICKUP TRUCK	FORD	F350 REGCAB 4X2	1FTWF30RX9EB12538
000000030498	MA VH	2010	ALL TERRAIN VEHICLE	POLARIS	RANGER 800XP	4XATH76A2A2152731
000000030816	VH FP	2011	PICKUP TRUCK	FORD	F350 4X4 CREW CAB SS SRW	1FT8W3BT5BEB90684
000000031786	MA VH	2013	ALL TERRAIN VEHICLE	POLARIS	RANGER 500 R13RH50AG	4XARH50A1DE215148
000000031906	MA VH	2014	ALL TERRAIN VEHICLE	POLARIS	RANGER 570 EFI	4XARH57A5EE804176
000000032018	VH FP	2015	PICKUP	FORD	F150 XL SUPER CAB	1FTEX1E88FKE11195
TOTAL COUNT:	T: 31					
DEPARTME	NT: 54	4042 Be	DEPARTMENT: 544042 Beach Maintenance-Rd & Bridge			
000000021513	VH FU	2004	SUV	FORD	EXCURSION	1FMNU40L94EC84843
000000031725	VH FP	2013	PICKUP TRUCK	FORD	F350 CREWCAB 4X4	1FT8W3BT5DEA64019
000000031900	VH FP	2015	PICKUP TRUCK	FORD	F350	1FT8W3BT3FEA16540

FAID	PC	SC	YEAR	PC SC YEAR DESCRIPTION	MAKE	MODEL	VIN NO.
TOTAL COUNT:		3					
DEPARTME	:LN:	6102	200 Agi	DEPARTMENT: 610200 AgriLife Extension			
00000026896 VH MV 2002 MINI VAN	VH	MV	2002	MINI VAN	CHEVROLET	VENTURE	1GNDX03E02D312889
000000026957 VH FP	VH	FP	2003	PICKUP TRUCK	DODGE	RAM 1500 QUADCAB	1D7HA18D83J590403
000000027143 VH FP	VH	FP	2005	PICKUP TRUCK	DODGE	RAM 1500 SLT QUAD CAB	1D7HA18D45J635484
000000029224 VH FP	VH	FP	2006	PICKUP TRUCK	CHEVROLET	SILVERADO 2500HD CREW CABIGCHC23U76F206765	BIGCHC23U76F206765
0000000030487 VH FU	ΛH	FU	2010	SUV	FORD	EXPEDITION XLT MAX	1FMJK1F51AEA93697
TOTAL COUNT:	Ë	5					

RFP #: B162001 OPEN: 01/28/2016 TIME: 2:30 P.M.

SPECIAL PROVISIONS AUTOMOTIVE PARTS AND SUPPLIES GALVESTON COUNTY, TEXAS

ATTACHMENT C - "PROPERTY TAXES STATEMENT"

FAILURE TO COMPLETE THIS ATTACHMENT MAY RESULT IN THE PURCHASING AGENT DEEMING YOUR BID "NON-RESPONSIVE"

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

Please indicate	e whether you owe delinquent property taxes to the County.
	I do not owe Galveston County property taxes that are delinquent.
Prince for Management and American	I owe Galveston County taxes that are delinquent on property located at:
Proposer's Pri	inted or Typed Name
Proposer's Sig	gnature
Date	

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

Sample Pricing:

1, 2012 4 x 2, Ford F150, 5.4L, AC, PS, PB, AT

	Part #	Jobber Price	(+/-) % Disc.	Discount	Net Cost
Oil Filter	51515	\$5.10	-35%	-\$1.79	\$3.32
Air Filter	46174	\$13.35	-35%	-\$4.67	\$8.68
Upper Radiator Hose	71317	\$18.99	-15%	-\$2.85	\$16.14
Lower Radiator Hose	71318	\$14.99	-15%	-\$2.25	\$12.74
Disc Brake Pads (Front)					
Disc Brake Pads (Rear)					

1, 2012 Ford Explorer Police Package

	Part #	Jobber Price	(+/-) % Disc.	Discount	Net Cost
Oil Filter	51515	\$5.10	-35%	-\$1.79	\$3.32
Air Filter	46174	\$13.35	-35%	-\$4.67	\$8.68
Upper Radiator Hose	71317	\$18.99	-15%	-\$2.85	\$16.14
Lower Radiator Hose	71318	\$14.99	-15%	-\$2.25	\$12.74
Disc Brake Pads (Front)					
Disc Brake Pads (Rear)					



County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: <u>RFP #B162001</u>

Solicitation Title: Automotive Parts & Supplies				
Contractor hereby CERTIFIES that:				
Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarm 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;	ent, ler			
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 of Executive Order 12689, Debarment and Suspension, and were not and have not been in any off 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;	r her			
Contractor has included, and shall continue to include, this certification in all contracts betwee itself and any sub-contractors in connection with services performed under this contract; and	n			
Contractor shall notify Galveston County in writing immediately, through written notification the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Ord 12549 or 12689 during the term of its contract with Galveston County.	to der			
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				

State of Texas	§
	§
County of Galveston	§

NON-COLLUSION AFFIDAVIT

	NON-CO	OLLUSION AFFIDA	V11			
	ore me, the undersigned notary, on this day person the duly sworn, deposes and certifies that:	nally appeared	(Affiant), v	vhom being		
	Affiant is the	of		, that		
	Affiant is the (Individual, Partner, Corporate Of	fficer)	(Name of Proposer)	,		
	submitted the attached Bid/Proposal in RFP No.	B162001 Automotive Pa	rts & Supplies			
•	Affiant is a duly authorized representative of Pro	poser and is authorized to	make this Non-Collusion Affidavi	it;		
•	The attached Proposal/Bid is genuine and is not a	a collusive or sham Propos	sal/Bid;			
•	The attached Proposal/Bid has been independent firm, competitor, or potential competitor;	ly arrived at without collu	sion with any other bidder, propos	er, person,		
•	Bidder/Proposer has not colluded, conspired, corperson, firm, competitor, or potential competitor, person, firm, competitor, or potential competitor	, to submit a collusive or s	ham bid or that such other bidder,			
•	Bidder/Proposer has not in any manner, directly conference with any other bidder, proposer, persethe attached Bid/Proposal or of the bid/proposal	on, firm, competitor, or po	tential competitor to fix the price			
•	Bidder/Proposer has not in any manner, directly conference with any other bidder, proposer, pers cost element of the Bid/Proposal price or prices conspiracy, connivance, or unlawful agreement a proposed contract;	on, firm, competitor, or poof any other bidder/propos	otential competitor to fix the overhor, or to secure through any collust	ead, profit or ion,		
	Affiant has not in any manner, directly or indirectly with any other bidder, proposer, person, firm, coproposer, person, firm, competitor, or potential of procuring or attempting to procure a contract or the bid/proposal of any other Bidder/Proposer; a	ompetitor, or potential com- competitor any money or a in return for establishing t	petitor, paid or agreed to pay any any paything of value in return for assis	other bidder, stance in		
=						
		Signat	ture of Affiant			
S	WORN TO and SUBSCRIBED before me this	day of	, 20			
		Notary Public				
		My Commission Expires	3:			



State of Texas

County of Galveston

Contract

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

Chapter 202, Buben	rapter & and the referenced invitation to old.	
Contract Number:	: <u>CM16113</u>	
Invitation to Bid N	Number: <u>RFP# B162001 Automotive Parts & Sup</u>	plies
Term of Contract:	One (1) year with two (2) one (1) year extensions	
Initial term (Servi Contract will termin	ices): Beginning date of the Contract will be	The
shall complete the	ion (Construction or other time specific contract work within N/A Calendar Days of the issual set forth for completion of the work is an essential element of the work is an essential element.	ince of the notice to
Renewal Options:	(if applicable):	
Year One:	Yes (X) No ()	
	Yes (X) No ()	
Year Three: Year Four:	Yes () No (X)	
rear Four:	Yes () No (X)	
Contractor:		
Awarded as to add	dendum(s) (if applicable):	
Addendum No. 2:	() yes () no () n.a. () yes () no () n.a. () yes () no () n.a.	
Payment Bond Re	equired: () yes (X)no	
Performance Bon	d Required: () yes (X) no	

Notice to be Given to:

Galveston County:

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

Contractor:

County and Contractor agree as follows:

- 1. **Parts of Contract**: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
- 2. **Contractor Responsibilities**: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.
- 3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.
- 4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

- 5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.
- 6. **Initial Term and Options to Renew**: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.
- 7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.
- 8. Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.
- 10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.
- 11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- 12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.
- 13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.
- 14. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.
- 15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.
- 16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.
- 18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.
- 19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.
- 20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.
- 21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

terms of this Contract shall prevail.

Executed on this the ______ day of ______, 2016.

Contractor:

By:

Date:

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

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



State of Texas

County of Galveston

Contract

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

Contract Number:	CM16113			
Invitation to Bid Number: RFP# B162001 Automotive Parts & Supplies				
Term of Contract:	One (1) year with two (2	2) one (1) year extension	n <u>s</u>	
Initial term (Service Contract will terminate	es): Beginning date of thate on	e Contract will be	The	
shall complete the	on (Construction or oth work within <u>N/A</u> C et forth for completion of	alendar Days of the iss	uance of the notice to	
Renewal Options: ((if applicable):			
Year One: Year Two: Year Three: Year Four:	Yes (X) No () Yes (X) No () Yes () No (X) Yes () No (X)			
Awarded as to add	endum(s) (if applicable)	:		
Addendum No. 2: () yes () no () n.a.) yes () no () n.a.) yes () no () n.a.			
Payment Bond Re	quired: () yes (X)no)		
Performance Bono	l Required: () yes (X)) no		

Notice to be Given to:

Galvesto	n Coun	ing Ager ty	ıt	
722 Moo Fifth (5 th				
Galvesto	n, Texa	as 77550		
Contract	or:			

County and Contractor agree as follows:

- 1. Parts of Contract: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
- 2. Contractor Responsibilities: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.
- 3. **Payment for Services**: The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal.
- 4. **Independent Contractor**: None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives.

- 5. **Employment Taxes**: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments.
- 6. Initial Term and Options to Renew: The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.
- 7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.
- 8. Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.
- 10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.
- 11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- 12. Entirety of Agreement and Modification: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.
- 13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.
- 14. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.
- 15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.
- 16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.
- 18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.
- 19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.
- 20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.
- 21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

Executed on this the ______ day of _______, 2016.

Contractor:

By:

Date:

Galveston County

By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

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



State of Texas

County of Galveston

Contract

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

Chapter 262, Subchapter C and the referenced invitation to bid.				
Contract Number: <u>CM16113</u>				
Invitation to Bid Number: RFP# B162001 Automotive Parts & Supplies				
Term of Contract: One (1) year with two (2) one (1) year extensions				
Initial term (Services): Beginning date of the Contract will be The Contract will terminate on				
Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.				
Renewal Options: (if applicable):				
Year One: Yes (X) No () Year Two: Yes (X) No () Year Three: Yes () No (X) Year Four: Yes () No (X)				
Contractor:				
Awarded as to addendum(s) (if applicable):				
Addendum No. 1: () yes () no () n.a. Addendum No. 2: () yes () no () n.a. Addendum No. 3: () yes () no () n.a.				
Payment Bond Required: () yes (X)no				
Performance Bond Required: () yes (X) no				

Notice to be Given to:

Galveston County:	
County Purchasing Ager Galveston County	nt
722 Moody	
Fifth (5 th) Floor	

Galveston, Texas 77550

Contractor:		

County and Contractor agree as follows:

- 1. Parts of Contract: Sections I (Invitation to Bid; Instructions to Bidders), II (Bid Proposal; Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract.
- 2. Contractor Responsibilities: Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the bid package; and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities.
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- 7. **Cancellation**: County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.
- 8. Covenant Against Contingent Fees: Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or continent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 9. **Subcontracting or Assignment**: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.
- 10. **Novation and Change of Name Agreements**: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.
- 11. **Force Majeure**: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

- 12. **Entirety of Agreement and Modification**: This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.
- 13. **Severability**. If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.
- 14. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.
- 15. **Governing Law**: This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.
- 16. **Benefit**: This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17. **Authority to Bind**: The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.
- 18. **Immunity Retained**: The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.
- 19. **Meaning of Words**: Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.
- 20. **Public Information Act**: the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.
- 21. **Headings**: The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement.

Executed on this the ______ day of ______, 2016.

Contractor:

By: Date:

Galveston County

By: Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

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



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

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

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

Form PEID: Person /Entity Information Data

Request for Taxpayer Identification Number and Certification Form W-9:

(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/pub/irs-pdf/fw9.pdf for the latest revision of this form.)

Form CIO: Conflict of Interest Questionnaire

(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Worker's Compensation Insurance:

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

The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period. Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

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

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

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

Procurement Policy - Special Note:

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

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

Questions/Concerns:

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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



COUNTY of GALVESTON

Purchasing Department

rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

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

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

	(409) 621	1-7967 TAX		
Business Name:				
Attention Line:				
2. Physical Address:				
City:			State:	Zip+4:
3- Billing / Remit Address:				
City:			State:	Zip+4
4.			Otato,	Lipti
Main Contact Person:				
Main Phone Number: Fax Number:				
E-mail Address:				
	Areas	below are for County ι	use only.	
Requested By:			Phone / Ex	xt. #
Department:				
Action Requested - Chec	k One:	IFAS PEID Vendor Nu	umber:	
() Add New		() Change Data		() Re-activate
() Inactivate				() Attorney
() Landlord		() Employee () Foster Parent		() Refund
() One Time	and the second second	() Foster Child	•	

Department of the Treasury

Request for Taxpayer **Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

*******	III TOTALIDE GENTLE			
ci	Name (as shown on your income tax return)			
pa	Business name, if different from above			
on page				
Print or type Specific Instructions	Check appropriate box: Individual/Sole proprietor Corporation Partnership	······································		
至語	Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=par	tnershin) >	r	T Exempt
P E	Other (see instructions)	utotatible .		payee
i S	Address (number, street, and apt. or suite no.)	Requester's	name and add	ross (optional)
<u> </u>		· · · · · · · · · · · · · · · · · · ·	ridirio and acci	ess (optional)
eci.	City, state, and ZIP code			
Ŝ				
See	List account number(s) here (optional)			
0)				
Pa	rt I Taxpayer Identification Number (TIN)			
Ente	or your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to	a avoid	Social security	number
Daur	VOD WIGHOUGHO, FOI INDIVIDUAIS, THIS IS VALIF SACIAL SACURITY DUMBAR (SCALL DAMAGES FOR A RE-	1.1	1	
alle!	n, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entitie employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on	18.5_ [
Note	a. If the account is in more than any name and the late a number, see How to get a TIN on	page 3.		or
num	 If the account is in more than one name, see the chart on page 4 for guidelines on whose ber to enter. 		Employer ideni	ification number
Da	rt II Certification			
	er 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			
4. 1	4. I am not subject to packup withholding because (a) I am exempt from backup with a life of the control of the			
	Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report notified me that I am no longer subject to backup withholding, and	rt all Interes	t or dividends	, or (c) the IRS has
3. 1	B. I am a U.S. citizen or other U.S. person (defined below).			
Cert	dification instructions. You must cross out item 2 above if you have been negligible to the			
with	holding because you have failed to report all interest and dividends on your tax return. For removing an interest paid, acquisition or shandowers of secured property.	that you a	re currently s	ubject to backup
For I	mortgage interest paid, acquisition or abandonment of secured project, cancellation of debt	. contributi	ansactions, ite	em 2 does not apply.
		d to sign ti	ne Certificatio	n, but you must
prov	ide your correct TIN. See the instructions on page 4.	o to sign ti	ne Certificatio	n, but you must

Signature of U.S. person ▶ General Instructions

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

Purpose of Form

Sign

Here

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

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

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

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

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

- An Individual who is a U.S. citizen or U.S. resident allen,
- 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

Date >

 A domestic trust (as defined in Regulations section 301.7701-7).

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

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

The U.S. owner of a disregarded entity and not the entity,

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

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

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:

- 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.
- 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 allen or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, 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, $\,$

- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see Special rules for partnerships on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2. The United States or any of its agencies or instrumentalities,
- A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- ${\bf 5}.$ An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

-
THEN the payment is exempt for
All exempt payees except for 9
Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Exempt payees 1 through 5
Generally, exempt payees 1 through 72

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

Signature requirements. Complete the certification as indicated in 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.

- Real estate transactions. You must sign the certification.You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

To divo the frequester				
For this type of account:	Give name and SSN of:			
Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account			
 Custodian account of a minor (Uniform Gift to Minors Act) 	The minor			
 a. The usual revocable savings trust (grantor is also trustee) 	The grantor-trustee '			
b. So-called trust account that is not a legal or valld trust under state law	The actual owner '			
Sole proprietorship or disregarded entity owned by an individual	The owner 3			
For this type of account:	Give name and EIN of:			
Disregarded entity not owned by an individual	The owner			
A valid trust, estate, or pension trust	Legal entity *			
Corporate or LLC electing corporate status on Form 8832	The corporation			
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization			
10. Partnership or multi-member LLC	The partnership			
 A broker or registered nominee 	The broker or nominee			
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			

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.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

Call the IRS at 1-800-829-1040 If you think your identity has been used inappropriately for tax purposes.

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 personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. Provided this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	<u></u>
(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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
Name of local government officer about whom the information in this section is being disclosed.	
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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, from the vendor?	income, other than investment
Yes No	
B. Is the vendor 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 interest of one percent or more?	
Yes No	
D. Describe each employment or business and family relationship with the local government	nt officer named in this section.
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Signature of vendor doing business with the governmental entity	Date