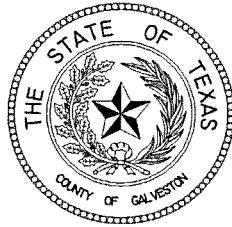


**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL

RFP #B162011A

LASER PRINTING OF COUNTY TAX STATEMENTS

PROPOSAL DUE DATE: 06/14/2016

2:00 P.M.

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



RFP #B162011A
OPEN: 06/14/2016
TIME: 2:00 P.M.

REQUEST FOR PROPOSAL LASER PRINTING OF COUNTY TAX STATEMENTS GALVESTON COUNTY, TEXAS

Sealed proposals in sets of eight (8), one (1) original and seven (7) copies will be received in the office of the Galveston County Purchasing Agent until 2:00 P.M. CST, on Tuesday, June 14, 2016, and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed proposals are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any proposals received after 2:00 P.M. on the specified date will be returned unopened.

Purpose:

It is the intent of Galveston County to secure pricing and availability for Laser Printing of Tax Statements to be utilized by the Galveston County Tax Office (GCTO). It is also the intent of these specifications to describe the materials and processes necessary for Galveston County to print and mail tax statements and delinquent notices to property owners responsible for current and prior year property taxes.

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

RFP #B162011A LASER PRINTING OF COUNTY TAX STATEMENTS

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.galvestoncountytexas.gov/pu/Pages/BidListings.aspx>.

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

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

Bonding Requirements:

No payment and performance bonding are required for this Request for Proposal. Proposals must be accompanied by a Cashier's Check, made payable to the County of Galveston in the amount of One Thousand (\$1,000.00) Dollars. The above described security shall be furnished by the proposer as a guarantee that the proposer will enter into a contract if awarded the work.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all proposals, and to accept the proposal 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

**LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

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LASER PRINTING OF COUNTY TAX STATEMENTS 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 eight (8), one (1) original and seven (7) 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, if County forms are provided. 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 and to bind the proposer to the terms of this request for proposal and proposer's response thereto. 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:

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

3. TIME FOR RECEIVING PROPOSALS

Proposals may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the proposer must deliver to the reception desk in the County Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

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

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Proposals must be received by the County

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

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

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

The Proposer should prominently identify the procurement number and name on the outside of the envelope/ mailing package. A label shall be provided for this purpose and usage of the label is preferred. If the proposer fails to identify the Proposal 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. **COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS**

To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, **proposers are to direct all communications regarding this request for 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 bid/proposal of the firm found to be in non-compliance.

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

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

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective proposers. No inquiries except clarification of instructions will be addressed by telephone. Proposer is advised to carefully review this Request for Proposal - it provides specific information necessary to aid participating firms in formulating a thorough response. Proposer's failure to examine all documents shall not entitle the proposer to any relief from the conditions imposed in the Request for Proposal and the resultant contract.

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

5. PROPOSAL OPENING

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

6. COMMISSIONERS' COURT

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

Department 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.

7. REJECTION OF PROPOSALS/DISQUALIFICATION

Galveston County, acting through its Commissioners' Court, reserves the right to: 1.) reject any and all proposals in whole or in part received by reason of this request for proposal, 2.) waive any informality in the proposals received, 3.) disregard the proposal of any proposer determined to be not responsible, and/or 4.) 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 forms furnished by the County, if applicable;
- b. Lack of signature by an authorized representative of proposer;
- c. Failure to properly complete the proposal;
- d. Failure to meet the mandatory requirements of this request for proposal; and/or
- e. Evidence of collusion among proposers.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal (request for 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

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specifications or proposal procedures must be received in the Purchasing Agent's Office not less than seventy-two (72) hours prior to the time set for proposal opening. Vendors are to submit proposal as specified herein or propose an approved equal.

9. **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 to the submission deadline 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.

10. **EXCEPTIONS TO PROPOSAL**

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

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

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

11. **PRICING**

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

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.

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12. PROCUREMENT CARD (P-Card) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method 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 note this in your proposal submittal.

13. 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 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.

14. MODIFICATION OF PROPOSALS

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

15. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and shall 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

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(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.

16. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

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

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.

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

The County reserves the right to reject any or all proposals in whole or in part received by reason of this

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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 special provisions which follow, any other 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 proposer, whose proposal complies with all the requirements in the Request for Proposal.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 36, Requirement of and Proof of Insurance.

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

17. 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.

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

The proposer acknowledges 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 provisions of the Public Information Act.

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

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has clearly and conspicuously marked any information within its submission that it considers to be confidential, proprietary, and/or trade secret.

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

19. PROPOSER'S EMAIL ADDRESSES

Notwithstanding the foregoing Section 18, 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.

20. 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.

21. CONTRACT TERM

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

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22. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

23. TERMINATION FOR CONVENIENCE

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

24. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence 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.

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

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals 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.

26. 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 is awarded contract as a result of its proposal submission in this procurement, the contractor's 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 and/or for excused nonperformance.

27. NO COMMITMENT BY COUNTY OF GALVESTON

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

28. 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, including but not limited to the bid/proposal and best and final offer, 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.

29. 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.

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30. 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.

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees or officials, unless such clarification or change is provided to proposers in a written addendum from the County Purchasing Agent. Proposers are advised to inquire prior to the submission deadline as to whether any addenda to this request for proposal have been issued, as the successful proposer will be required to abide by such addenda.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by form of addenda. Copies of such amending or revising addenda (or addendum in the event only one addendum is issued in the procurement) shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or those who have obtained documents 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 (5) business days after the last revising or amending addendum and the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening of proposals.

32. PROPOSAL IDEAS AND CONCEPTS

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

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information 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.

34. 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.

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35. **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.

36. **REQUIREMENT OF AND PROOF OF INSURANCE**

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

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

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

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

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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 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.

Workers' Compensation Insurance: Successful Bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful 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.

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37. BID/PROPOSAL GUARANTEE

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

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their proposal a cashier's check or an acceptable proposer's bond (in the event of requests for bids, this is called a bidder's bond/bid bond), in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the proposer 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 or proposer/bid bond (as applicable) will be returned to each respective unsuccessful proposer(s) subsequent to the Commissioners Court award of contract, and shall be returned to the successful proposer upon the completion and submission of all contract documents. Provided however, that the cashier's check or proposer bond will be forfeited to the County as liquidated damages should successful proposer fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its proposal.

38. 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 authorized to write surety bonds in the State of Texas and in accordance with Chapter 3503 of the Insurance Code (codified in 2005 and originally within Section 1, Chapter 87, Acts of the 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

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

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

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

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) calendar days after the date of the

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full execution of the contract or, if applicable, as required under Chapter 2253, Government Code, whichever is earlier. Contractor's failure to provide the required payment and performance bonds within such time period shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance bonds, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

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

39. PATENT AND COPYRIGHT PROTECTION

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

40. CONFLICT OF INTEREST DISCLOSURE REPORTING - FORM CIQ

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

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

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

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

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Family relationship. If Proposer has a "family relationship" with a local government officer of Galveston County then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Proposer has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Proposer is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

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

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

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 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 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, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

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

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FORM 1295:

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

For Proposer's convenience, a blank 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

41. 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.**

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

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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 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 for any action shall lie exclusively in a court of competent jurisdiction 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.

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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 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 the County acting by and through its Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

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

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

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

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

General Ethical Standards

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

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

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

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

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any program requirement or contract or subcontract, or to any solicitation or bid/proposal pending before this government.

Kickbacks

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

Contract Clause

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

Confidential Information

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

Prohibition against Contingent Fees

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

Representation

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.

LASER PRINTING OF COUNTY TAX STATEMENTS GALVESTON COUNTY, TEXAS

53. NON-DISCRIMINATION

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

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

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

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

- 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.

LASER PRINTING OF COUNTY TAX STATEMENTS GALVESTON COUNTY, TEXAS

54. **RECORD RETENTION AND RIGHT TO AUDIT**

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

55. **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

LASER PRINTING OF COUNTY TAX STATEMENTS GALVESTON COUNTY, TEXAS

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 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.

56. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Proposer certifies by the submission of its proposal that Proposer, 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.

57. ANTITRUST

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

58. 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-

LASER PRINTING OF COUNTY TAX STATEMENTS GALVESTON COUNTY, TEXAS

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.

59. 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.

60. 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

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

RFP #B162011A
OPEN: 06/14/2016
TIME: 2:00 P.M.

LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS

To the Contractor at:

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

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
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.

1. PURPOSE:

It is the intent of Galveston County to secure pricing and availability for LASER PRINTING OF TAX STATEMENTS to be utilized by the Galveston County Tax Office (GCTO). It is also the intent of these specifications to describe the materials and processes necessary for Galveston County to print and mail tax statements and delinquent notices to property owners responsible for current and prior year property taxes.

2. PROPOSAL SECURITY:

Proposals must be accompanied by a Cashier's Check, made payable to the County of Galveston in the amount of One Thousand (\$1,000.00) Dollars. The above described security shall be furnished by the proposer as a guarantee that the proposer will enter into a contract if awarded the work.

3. PERFORMANCE AND PAYMENT BONDS:

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

4. CONTRACT TERM:

This contract will commence upon the award by Commissioners' Court or after the expiration date of the current contract and will expire three (3) years from that date. All pricing shall be firm for the duration of the stated period of the contract.

This contract may be immediately canceled upon written notice by the County in any of the following situations:

- a. substandard or unsatisfactory performance by contractor; or
- b. inability of the contractor to fulfill the terms of this contract.

County reserves the right to terminate the contract immediately for default by giving notice if Proposer breaches any of the terms herein, including warranties of Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to County's satisfaction and/or to meet all other obligations and requirements. It also includes failure to comply with usual and customary practices of the industry, breach of any laws, rules, or regulations, or failure to significantly comply or meet the performance expectations as established in a subsequent contract, if any, between County and a Proposer.

5. RENEWAL OPTION:

Upon mutual agreement, between Galveston County and the successful Proposer(s), before the expiration date of the contract, this contract may be renewed for two (2) additional, one (1) year periods. Renewal shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless noted and agreed upon, by both parties.

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

6. DOCUMENTATION:

Proposer shall enclose a sample contract, (if available), and proposal forms all with original signatures.

1. All information requested under Section VII. Company/Firm Team Qualifications.
2. References as described in Section VII. Company/Firm Team Qualifications, B. References.
3. A detailed and sound description of the approach to be taken in meeting the objectives described in the specifications section of this RFP.
4. The completed proposal form(s) disclosing references, method of payment, and company information as requested.

The following information may be required from the Proposer(s) following the proposal opening:

1. Prior to award of the contract, Proposer must provide current and valid proofs of insurance.
2. After award of the contract, as provided for in RFP, Proposer must provide a performance bond and a payment bond if required by the County.

7. SPECIAL REQUIREMENTS:

It is not the intent of Galveston County to limit or restrict bids but to describe the minimum level of quality and workmanship necessary for the completion of the described task.

Pricing must be FOB destination, inside delivery if required.

The vendor shall be responsible for all damages incurred while performing said services.

8. GENERAL:

- A. Vendor will print tax statements (2 sided 8 ½ x 14) and delinquent notices (1 sided 8 ½ x 11), #10 woven window envelopes, #9 white woven return envelopes and newsletter (2 sided 8 ½ x 11 colored paper).
- B. Vendor will fold and insert tax statements, #9 return envelopes, and newsletters in #10 window envelopes. Vendor will fold and insert delinquent notices and #9 return envelopes in #10 window envelopes.
- C. Vendor will mail tax statements or delinquent notices to those listed in data files provided. Vendor will provide a guaranteed cost of postage based on first class carrier route automation rates and shall perform presort in order to obtain the best postal rate for 1st class mail.
- D. Billing file consists of no less than 840 data fields for the production of up to 160,000 tax statements or 30,000 delinquent notices. Vendor must have ability to sort data in order to identify single owners of multiple properties, agents for multiple accounts and mortgage companies for multiple accounts so that statements may be mailed in appropriate groups. Vendor must also be able to identify "mail code" and "0000" zips without a full address.
- E. Multiple statements going to one property owner, agent or mortgage company shall be sent in a single envelope with one (1) appropriate newsletter and #9 envelope.
- F. Property records will contain the US Postal carrier Route Code and zip +4 and 2-digit destination code plus check digit for postal qualification when possible.
- G. Mail code statements and "0000" zips without a full address will be delivered to GCTO.
- H. Coupons should be free of any abnormalities that would prevent scanning through processing scanners. Scan line shall remain in proper location during printing (quality control required to insure this requirement is met).
- I. Tax statements or delinquent notices with out-of-country addresses will require vendor to complete appropriate USPS forms as required by USPS.
- J. Two newsletters are utilized; one for single statements and one for multiple statements.

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

9. **INFORMATION NECESSARY FOR ESTIMATING POSTAGE:**
A. 140,000 #10 window envelopes and up to 20,000 flats for multiples for tax statements
B. 30,000 #10 window envelopes for single and multiple delinquent notices

PLEASE NOTE: Postage will be based on first class carrier route automation rates.

10. **SPECIFICATIONS:**

A. **LASER PRINTING OF TAX STATEMENTS**

1. Maximum of 8 ½" width x 14" long for tax statements and maximum 8 ½" x 11" for delinquent notices.
2. Long grain sheets on 24# xerographic white paper, or on an equivalent.
3. Printing of tax statements will be duplex (two-sided) in black ink.
4. One tax parcel per statement.
5. Perforation will be full horizontal 3 -2/3" from bottom, micro perf, or as required by GCTO.
6. A random sample of five (5) batches each containing 25 tax statements (or delinquent notices as appropriate) are to be provided electronically to GCTO for approval before final production is commenced.
7. Approximately 160,000 tax statements or 30,000 delinquent notices will be printed.
8. County will provide statement (with field designations) in a Microsoft Publisher file prior to data delivery each year. Vendor shall properly merge or place data in appropriate location on tax statement form.
9. Client information system required that enables GCTO to track vendor internal production and USPS delivery.

A sample tax statement showing mapped fields and one sample with data, sample delinquent notice and newsletter are attached as Attachments A, A1, B and C.

Contractor will consult with GCTO personnel for standards for optical character reader (OCR) print to be included on the bottom of each document. Perforation must conform to specifications for scanner tolerance as required by GCTO. Contractor must work with GCTO to test documents. A random sample of 25 statements and delinquent notices will be sent via overnight mail to GCTO for coupon testing prior to commencing final printing.

Contractor will consult with GCTO for standards and content of scan bar.

No Sub-Contractors are allowed per General Provisions, page 19, item 48, Subcontracting /Assignment.

Newsletter 8 ½ x 11 colored paper, printed on two (2) sides. Additional copies remaining after statement production will be delivered to GCTO within 10 days of tax statements being mailed.

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

- B. PRINTING OF #10 WHITE WOVEN WINDOW ENVELOPES
Printing will be in black ink.

140,000 (minimum) will be required or a sufficient number to mail an estimated 160,000 statements and 30,000 delinquent notices.

Envelopes will have the following return address:

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector
722 Moody Avenue
Galveston, Texas 77550

- C. PRINTING FOR #9 RETURN ENVELOPES
Printing will be in black ink.

Envelopes will have the following mailing address:

Cheryl E. Johnson, PCC
Galveston County Tax Assessor/Collector
P. O. Box 1169
Galveston, Texas 77553-1169

140,000 (minimum) will be required or a sufficient number to mail with statements and an estimated 30,000 for delinquent notices. Upon completion of printing of tax statements, 30,000 additional #9 return envelopes are to be returned to GCTO.

Barcode and FIM Mark Capability required.

- D. INSERTING AND SPECIAL INSTRUCTIONS

Tax statements and newsletters will be folded and, along with #9 return envelopes, properly inserted into #10 window envelopes, sealed and delivered to post office. All aspects of this process will be performed by the vendor.

Delinquent notices will be folded and along with #9 return envelopes, properly inserted into #10 window envelope, sealed and delivered to post office. All aspects of this process will be performed by the vendor.

Vendor must have intelligent inserting capabilities.

A flash drive of tax statements individually named and listed by property tax account number in searchable portable document format (pdf) must be delivered to ACT or GCTO within seven (7) days of completion of printing.

11. ADDITIONAL NOTES:

Vendor will provide invoice of estimated postage requirements to GCTO at least one month in advance of production of tax statements or delinquent notices so that County may provide vendor with payment for postage prior to mailing.

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

Input data files will be provided by GCTO or its property tax software vendor.

The target completion date for tax statements is October 15, annually. Vendor will have 36 hours from receipt of data files to complete initial samples. Initial samples shall be emailed to CGTO for review to insure proper placement and accuracy of data field placement. Corrections will be provided back to vendor within 24 hours and corrected samples provided to GCTO within 24 hours. Upon approval of data placement and form, vendor shall "overnight" original final statements for testing of coupon. Upon completion of testing and approval by GCTO, vendor shall complete and mail tax statements. Production and mailing shall be completed within three days of final approval being granted.

The target completion date for delinquent notices is February 12, annually. Vendor will have 36 hours from receipt of data files to complete initial samples. Initial samples shall be emailed to GCTO for review to insure proper placement and accuracy of data field placement. Corrections will be provided back to vendor within 24 hours and corrected samples provided within 24 hours. Upon approval of data placement and form, vendor shall "overnight" original final delinquency notices for testing of coupon. Upon completion of testing and approval by GCTO, vendor shall complete and mail delinquent statements. Production and mailing shall be completed within three days of final approval being granted.

Corrections of tax statements and/or delinquent notices must be completed within 24 hours of notification of need for corrections in order to meet target deadlines stated above.

Award may be on an "All or None" basis.

Upon request, GCTO may require samples of the paper for bid evaluation, failure to provide the samples, in a timely manner, may provide justification for bid rejection.

The successful vendor will pay all transportation costs and will assume all risk of loss. The vendor is required to completely fill out the pricing form.

Galveston County reserves the right to inspect all items before accepting and to return all items that do not follow these specifications.

The proposal price shall be full compensation for all materials, labor, tools, equipment and incidentals necessary to complete the work.

Payment Terms: Net 30 after receipt and acceptance by GCTO of product(s), material(s), service(s), or invoice(s), whichever is later.

In addition to all other warranties, whether expressed or implied, vendor warrants to County that item(s) and/or service(s) furnished hereunder will be of excellent quality and new unless otherwise required or permitted and that the work will be free from defects and will conform to the requirements of the Contract Documents. Item(s) and/or service(s) not conforming to these requirements shall be deemed defective.

12. EVALUATION CRITERIA:

Additional evaluative criteria may include an evaluation of past performance and delivery and, if appropriate, an evaluation of references.

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

13. ALTERNATE PROPOSALS:

Firms submitting alternate proposals to the Scope of Work set forth in this RFP, must submit them on separate sheet(s) of paper and include with original submittal. Although, the County is seeking proposals as specified in this RFP, reasonable alternatives may be considered.

14. EVALUATION OF PROPOSALS – SELECTION CRITERIA:

The general contract terms and conditions set forth certain criteria which will be used in the receipt of proposals and selection of the successful firm.

An Evaluation Committee will independently read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below in addition to other factors that the County deems necessary to make an award.

Once the proposals have been rated, the Evaluation Committee may conduct interviews with the top ranked firms (usually the top two firms, dependent upon the number of proposals received). The Evaluation Committee will then make a recommendation to the Purchasing Agent to present to the Galveston County Commissioners' Court for the contract award.

15. AWARD CRITERIA:

The Evaluation Committee will read, review, and evaluate each proposal and selection will be made on the basis of the criteria listed below:

- | | |
|--|-----|
| 1. Experience in producing tax statements - proposer must provide detailed evidence of experience in producing tax statements | 55% |
| 2. Total Price – cost of printing tax statement, delinquent notice, envelopes, and newsletter; cost of folding and inserting into #10 envelopes; and cost of readable media and data file(s) of the tax statements printed and form change costs | 35% |
| 3. Ability to work within timetable as specified in RFP | 10% |

16. SUBMITTALS:

All proposals should be submitted to:

**Rufus Crowder, CPPO, CPPB,
Purchasing Agent
722 Moody, Fifth (5th) floor, Purchasing
Galveston, TX 77550**

17. CONTROL, SUPERVISION, AND APPROVAL AUTHORITY:

Unless otherwise provided by specific provisions under this agreement, proofing forms, contractor operations, and activities related and provided for in this agreement will be under the general supervision of the Galveston County Tax Assessor-Collector, who for the purposes of this contract is:

**Cheryl E. Johnson, PCC
Galveston County Tax Office
722 Moody
Galveston, Texas 77550
Telephone: (409) 766-2260
E-mail: cheryle.johnson@co.galveston.tx.us**

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
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18. COMPLIANCE WITH LAWS:

Vendor is responsible and subject to compliance with the Texas Property Code and any amendments thereto pertinent to the preparation of tax statements.

19. QUESTIONS AND INQUIRIES:

Questions and inquiries, both verbal and written, will be accepted from any and all firms. All communication regarding this Request for Proposal must be directed to the Galveston County Purchasing Agent via e-mail rufus.crowder@co.galveston.tx.us or fax (409) 621-7987, or by phone at (409) 770-5372.

Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be distributed to all firms who receive the RFP provided. All questions must be received prior to the close of business (5:00 p.m.) on Thursday, June 2, 2016.

20. PRICING, BILLING AND PAYMENT:

Total price will include the printing and folding of tax statements and newsletters; mailing and inserting #9 envelopes with tax statements into #10 envelopes; providing a searchable, readable image of the property tax statements. Price will also include the printing and folding of delinquent notices; mailing and inserting #9 envelopes with delinquent notice into #10 envelopes.

A. Pricing

If a Proposer contemplates any additional costs of any kind, other than those submitted, Proposer must clearly indicate on the pricing proposal form any such costs contemplated or forfeit the right to payment for same. All prices submitted in a properly signed proposal will constitute firm offers. Such offers will be held open through time of award by Commissioners' Court and may only be modified by a Best and Final Offer, if process is invoked, which also will be held open through the time of award.

For the services to be rendered by Proposer, County agrees to pay the prices indicated on the final contract.

B. Billing and Payment

Proposer must describe the required payment schedule for this project (e.g., at end of project, progress payments, etc). In intervals as described by the Proposer, comprehensive itemized invoices shall be submitted to:

**Attention: Randall Rice, County Auditor
P.O. Box 1418
Galveston, Texas 77553**

And to:

**Cheryl E. Johnson, PCC
Galveston County Tax Assessor-Collector
722 Moody
Galveston, TX 77550**

All payments must have prior approval by the Commissioners' Court before payments can be made. Payment will be made within thirty (30) workdays after receipt of a proper invoice by the successful proposer.

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

Neither a signed receipt nor payments shall be construed as an acceptance by County of any work or material(s), or as a release for any claim for damage.

21. PROPOSAL CONTENTS:

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

22. ENTIRE AGREEMENT:

This agreement is the entire agreement between the parties.

23. PROCUREMENT TIMELINE:

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

| | | |
|--|-----------|---------------------------|
| Advertise RFP (first date of publication) | Wednesday | May 18, 2016 |
| Advertise RFP (second date of publication) | Wednesday | May 25, 2016 |
| Proposals due from proposers/RFP Opening | Tuesday | June 14, 2016 @ 2:00 P.M. |

Remainder of page intentionally left blank

ATTACHMENT

A

(SAMPLE TAX STATEMENT SHOWING MAPPED FIELDS – 2 SIDED FORM)



CHERYL E. JOHNSON
Galveston County Tax Assessor Collector
722 Moody (21st Street), Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481

2015 Provisional/Consolidated Tax Statement

ACCOUNT #: FIELD 13

Mailline1 field20
Mailline2 field21
Mailline3 field22
Mailline4 field23
Mailline5 field24

Property Location: FIELD 11
Acreage: FIELD 12
Legal Description:
FIELD7
FIELD8
FIELD9
FIELD10
Appraised Land Value: \$FIELD 45
Improvements/Personal Property Value: +FIELD 46
Total Market Value: \$FIELD 47
Homestead Cap Adjustment: \$FIELD 49
MTG/ Agent: FIELD27
Sales Tax Savings: FIELD111
Assessment Ratio: 100%

Mail Scanline for USPS

| Entity | Market Value | - Exemptions | = Taxable Value + 100 x Tax Rate | = Total Taxes |
|----------|--------------|--------------|----------------------------------|---------------|
| FIELD113 | FIELD48 | FIELD128 | FIELD129 | FIELD134 |
| FIELD137 | FIELD48 | FIELD152 | FIELD153 | FIELD158 |
| FIELD161 | FIELD48 | FIELD176 | FIELD177 | FIELD182 |
| FIELD185 | FIELD48 | FIELD200 | FIELD201 | FIELD206 |
| FIELD209 | FIELD48 | FIELD224 | FIELD225 | FIELD230 |
| FIELD233 | FIELD48 | FIELD248 | FIELD249 | FIELD254 |
| FIELD257 | FIELD48 | FIELD272 | FIELD273 | FIELD278 |

2015 TAXES ONLY See Section 1 below for possible delinquencies. FIELD80
If appropriate, rendition penalty or escrow has been applied to total at right.

THREE PAYMENT OPTIONS – Disaster Installments Available!

| 1. Payment in Full (by month) Due by February 1, 2016 | | | | USPS postmarks determine posting date! | | | |
|---|-----------|------------|-----------|--|-----------|------------|-----------|
| Month | 2015Taxes | Delinquent | Total Due | Month | 2015Taxes | Delinquent | Total Due |
| If paid in October | FIELD80 | FIELD91 | FIELD101 | If paid in January | FIELD83 | FIELD94 | FIELD104 |
| If paid in November | FIELD81 | FIELD92 | FIELD102 | If paid after Feb 1 | FIELD84 | FIELD95 | FIELD105 |
| If paid in December | FIELD82 | FIELD93 | FIELD103 | Delinquent taxes are due for tax years: FIELD 56 - FIELD57 | | | |

2. Split Payment Plan (participating governments) with First Half Due by November 30, 2015

| Entity | Amount Due |
|---|-----------------|
| FIELD711 | FIELD712 |
| FIELD714 | FIELD715 |
| FIELD717 | FIELD718 |
| FIELD720 | FIELD721 |
| FIELD723 | FIELD724 |
| FIELD726 | FIELD727 |
| 1ST payment due by November 30, 2015: | FIELD734 |
| 2ND payment due by June 30, 2016: | FIELD735 |

This payment option allows 2015 taxes (shown at left) to be paid in two equal installments—without penalty and interest—if proper amounts are paid by deadlines. PLEASE NOTE: **Not all governments offer split/half pay and full payment of their portion is required** by February 1, 2016 Any amount due to those entities is shown below:

| Non-Split/Half Pay Entity Due by February 1, 2016 | |
|---|-----------------|
| FIELD737 | FIELD738 |
| FIELD740 | FIELD741 |
| Total Due February 1, 2016: | FIELD745 |

3. Over 65, Disabled Person, Disabled Vet & Disaster Installment Payment Plan (if your homestead already qualifies for quarter installments, amounts will be listed in the boxes below.) Coupons for future payments will be mailed.

| Payment Due Date | Amount | Payment Due Date | Amount | Payment Due Date | Amount | Payment Due Date | Amount |
|------------------|----------|------------------|----------|------------------|----------|------------------|----------|
| February 1, 2016 | FIELD680 | March 31, 2016 | FIELD681 | May 31, 2016 | FIELD682 | August 1, 2016 | FIELD683 |

CURRENT EXEMPTIONS: FIELD 59, FIELD 61, FIELD 63, FIELD 65, FIELD 67 FIELD 69

Should you have questions regarding values, exemptions or need to update address or ownership information, contact the Galveston CAD (1-866-277-4725) or the Harris CAD (713-957-7800) depending on county where property is located.

Contact your mortgage company before participating in 1/2 or 1/4 pay plans. Your deed of trust may not allow it!

To insure proper credit, **return this coupon** with check, cashiers check or money order payable to GCTO and mail in the enclosed envelope. **Please do NOT staple, tape or write on coupon!** Address changes should be sent on separate paper or use form at bottom of enclosed newsletter. Credit card checks are not accepted. A \$25⁰⁰ fee will be charged for returned checks.

ACCOUNT #: FIELD13

Ownerline1 field15
Ownerline1 field16
Ownerline1 field17
Ownerline1 field18
Ownerline1 field19

Check all applicable boxes.

- First half split payment no later than November 30, 2015
- Payment in full no later than February 1, 2016
- O65/DP/DV or Disaster 1/4 payment no later than February 1, 2016. Please note: A person who is disabled or over 65 may apply to the appraisal district to defer payment on their homestead.

Tax Year Comparisons Required by State Law

State law requires that your tax statement include appraised and taxable values, tax rates and taxes imposed by each entity and the difference over a five year period (for each year the data is available). Only GCTO entities are included.

| TAXING JURISDICTION | YEAR: APPRAISED VALUE: | Field1 | Field377 | Field379 | Field381 | Field383 | Field385 | 5TH YR |
|---------------------|------------------------|----------|----------|----------|----------|----------|----------|----------|
| | | Field49 | Field378 | Field380 | Field382 | Field384 | Field386 | Field387 |
| Field114 | Taxable Value | Field129 | Field393 | Field397 | Field401 | Field405 | Field409 | Field390 |
| Field115 | Tax Rate | Field130 | Field394 | Field398 | Field402 | Field406 | Field410 | Field391 |
| | Levy | Field134 | Field395 | Field399 | Field403 | Field407 | Field411 | Field392 |
| | % Difference | Field388 | Field396 | Field400 | Field404 | Field408 | | |
| Field138 | Taxable Value | Field153 | Field417 | Field421 | Field425 | Field429 | Field433 | Field414 |
| Field139 | Tax Rate | Field154 | Field418 | Field422 | Field426 | Field430 | Field434 | Field415 |
| | Levy | Field158 | Field419 | Field423 | Field427 | Field431 | Field435 | Field416 |
| | % Difference | Field412 | Field420 | Field424 | Field428 | Field432 | | |
| Field162 | Taxable Value | Field177 | Field441 | Field445 | Field449 | Field453 | Field457 | Field438 |
| Field163 | Tax Rate | Field178 | Field442 | Field446 | Field450 | Field454 | Field458 | Field439 |
| | Levy | Field182 | Field443 | Field447 | Field451 | Field455 | Field459 | Field440 |
| | % Difference | Field436 | Field444 | Field448 | Field452 | Field456 | | |
| Field186 | Taxable Value | Field201 | Field465 | Field469 | Field473 | Field477 | Field481 | Field462 |
| Field187 | Tax Rate | Field202 | Field466 | Field470 | Field474 | Field478 | Field482 | Field463 |
| | Levy | Field206 | Field467 | Field471 | Field475 | Field479 | Field483 | Field464 |
| | % Difference | Field460 | Field468 | Field472 | Field476 | Field480 | | |
| Field210 | Taxable Value | Field225 | Field489 | Field493 | Field497 | Field501 | Field505 | Field486 |
| Field211 | Tax Rate | Field226 | Field490 | Field494 | Field498 | Field502 | Field506 | Field487 |
| | Levy | Field230 | Field491 | Field495 | Field499 | Field503 | Field507 | Field488 |
| | % Difference | Field484 | Field492 | Field496 | Field500 | Field504 | | |
| Field234 | Taxable Value | Field249 | Field513 | Field517 | Field521 | Field525 | Field529 | Field510 |
| Field235 | Tax Rate | Field250 | Field514 | Field518 | Field522 | Field526 | Field530 | Field511 |
| | Levy | Field254 | Field515 | Field519 | Field523 | Field527 | Field531 | Field512 |
| | % Difference | Field508 | Field516 | Field520 | Field524 | Field528 | | |
| Field258 | Taxable Value | Field273 | Field537 | Field545 | Field553 | Field561 | Field565 | Field534 |
| Field259 | Tax Rate | Field274 | Field538 | Field546 | Field554 | Field562 | Field566 | Field535 |
| | Levy | Field278 | Field539 | Field547 | Field555 | Field563 | Field567 | Field536 |
| | % Difference | Field532 | Field540 | Field548 | Field556 | Field564 | | |

School District Rate Comparison Current & Previous Year

| | Tax Rate | 2014 | 2015 |
|----------|-------------------|--------------------|--------------------|
| FIELD654 | M&O Rate | \$ FIELD657 | \$ FIELD656 |
| | I&S Rate | FIELD659 | FIELD658 |
| | Total Rate | \$ FIELD661 | \$ FIELD660 |

Protest Your Property Value 2016 Class Schedule

For the 12th year, Cheryl E. Johnson will teach her award winning class "Effectively Protest Your Appraised Value" as shown below. Learn techniques—not tricks—and gain a good understanding of the Texas property tax process. Class times are shown below and generally last two hours. Don't miss the May 31st deadline to schedule an appointment with a CAD appraiser! All class materials will be posted on the GCTO website by April 1, 2016.

| Date | Time | Location |
|------|-------|---|
| 5/3 | 6 pm | League City Council Chambers, 200 W. Walker, League City |
| 5/5 | 6 pm | Learning Resource Center, Room L-131, College of the Mainland, 1200 Amburn Road, Texas City |
| 5/19 | 6 pm | Commissioners Courtroom, 722 Moody/21 st Street Galveston |
| 5/21 | 10 am | AMOCO Federal Credit Union, 235 E. Parkwood Drive, Friendswood (REGISTRATION REQUIRED) |

Avoid the line - pay online!

Transaction fees apply!
E-check \$1.00 ☉ Credit card 2.5%
www.galcotax.com

Late Payment of Taxes Is Very Costly!

Current year (2015) taxes become delinquent February 2, 2016. Hefty penalties and interest with delinquent tax attorney fees added July 1.

| When Paid In | Penalty | Interest | Attorney Fees | Total P/I/A |
|---------------|---------|----------|---------------|-------------|
| February 2015 | 6% | 1% | NA | 7% |
| March | 7% | 2% | NA | 9% |
| April | 8% | 3% | NA | 11% |
| May | 9% | 4% | NA | 13% |
| June | 10% | 5% | NA | 15% |
| July | 12% | 6% | 15-20% | 33-38% |
| August | 12% | 7% | 15-20% | 34-39% |
| September | 12% | 8% | 15-20% | 35-40% |
| October | 12% | 9% | 15-20% | 36-41% |
| November | 12% | 10% | 15-20% | 37-42% |
| December | 12% | 11% | 15-20% | 38-43% |

You may be eligible for a low interest, no penalty installment plan. Apply in person at any GCTO office but first call a Property Tax Specialist to see if you qualify at (409) 766-2481 or (877) 766-2284.

Galveston County Tax Office (GCTO) Locations

Open Monday through Friday, 8 am to 5 pm:
Galveston Courthouse, 722 Moody/21st Street, Galveston
North County Annex, 174 Calder, League City
West County Annex, 11730 Highway 6, Santa Fe
Texas City Annex, 2516 Texas Avenue, Texas City

Satellite offices open as shown (closed for lunch Noon – 1pm):
946 Noble Carl Road, Crystal Beach (3rd Tuesday 8am – 4:30pm)
910 S Friendswood Dr Friendswood (Thursday & Friday 8am – 5pm)

How to Pay

1. Come in person Monday-Friday from 8 am to 5 pm. Locations listed above and in the enclosed newsletter.
2. Mail payment in enclosed envelope (please include coupon) and be sure postmark is timely for payment option selected.
3. Go online to www.galcotax.com. Click on the large red button then pay via electronic check or credit card or call (English) 1-866-865-1433 or (Spanish) 1-866-865-1435. FEES APPLY!
4. Drop in one of the marked GCTO payment drop boxes located outside all but the Crystal Beach office. All mail is picked up by 8:30 am and posted for the previous day's date.

ATTACHMENT

A1

(SAMPLE TAX STATEMENT WITH DATA – 2 SIDED FORM)

**CHERYL E. JOHNSON**Galveston County Tax Assessor Collector
722 Moody (21st Street), Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481**2015 Provisional/Consolidated Tax Statement**Property Location: 1286 BLUE HERON 77563
Acreage: .1720
Legal Description:
ABST 7 PAGE 7 LOT 1286 & E 1/2 OF LOT
1287 (1286-1) NEW BAYOU VISTA ADDN 10

ACCOUNT #: R142649

GIBSON THOMAS P & SUSAN M
1286 BLUE HERON ST
HITCHCOCK TX 77563-2718Appraised Land Value: \$ \$109,880
Improvements/Personal Property Value: + \$188,090
Total Market Value: \$ \$297,970
Homestead Cap Adjustment: \$ \$237,378
MTG/Agent:
Sales Tax Savings: \$37.23
Assessment Ratio: 100%

| Entity | Market Value | Exemptions | Taxable Value | 100 x Tax Rate | Total Taxes |
|-------------------------|--------------|------------|---------------|----------------|-------------|
| GALVESTON CO | \$297,970 | \$108,068 | \$189,902 | .56124700 | \$1,065.82 |
| ROAD & FLOOD | \$297,970 | \$111,068 | \$186,902 | .00575300 | \$10.75 |
| LAMARQUE ISD | \$297,970 | \$85,592 | \$212,378 | 1.22000000 | \$2,591.01 |
| CITY BAYOU VISTA | \$297,970 | \$108,068 | \$189,902 | .35500000 | \$674.15 |
| COLLEGE OF THE MAINLAND | \$297,970 | \$108,068 | \$189,902 | .20230700 | \$384.19 |
| GALV CO MUD #12 | \$297,970 | \$108,068 | \$189,902 | .24426500 | \$463.86 |

2015 TAXES ONLY See Section 1 below for possible delinquencies.
If appropriate, rendition penalty or escrow has been applied to total at right. **\$5,189.78**

THREE PAYMENT OPTIONS - Disaster Installments Available!

1. Payment in Full (by month) Due by February 1, 2016 USPS postmarks determine posting date!

| Month | 2015 Taxes | Delinquent | Total Due | Month | 2015 Taxes | Delinquent | Total Due |
|---------------------|------------|------------|------------|---|------------|------------|------------|
| If paid in October | \$5,189.78 | \$0.00 | \$5,189.78 | If paid in January | \$5,189.78 | \$0.00 | \$5,189.78 |
| If paid in November | \$5,189.78 | \$0.00 | \$5,189.78 | If paid after Feb 1 | \$5,189.78 | \$0.00 | \$5,189.78 |
| If paid in December | \$5,189.78 | \$0.00 | \$5,189.78 | Delinquent taxes are due for tax years: - | | | |

2. Split Payment Plan (participating governments) with First Half Due by November 30, 2015

| Entity | Amount Due |
|---|-------------------|
| GALVESTON CO | \$1,065.82 |
| ROAD & FLOOD | \$10.75 |
| LAMARQUE ISD | \$2,591.01 |
| CITY BAYOU VISTA | \$674.15 |
| COLLEGE OF THE MAINLAND | \$384.19 |
| GALV CO MUD #12 | \$463.86 |
| 1ST payment due by November 30, 2015: | \$2,594.89 |
| 2ND payment due by June 30, 2016: | \$2,594.89 |

This payment option allows 2015 taxes (shown at left) to be paid in two equal installments - *without penalty and interest* - if proper amounts are paid by deadlines. PLEASE NOTE: *Not all governments offer split/half pay and full payment of their portion is required* by February 1, 2016. Any amount due to those entities is shown below:

| Non-Split/Half Pay Entity Due by February 1, 2016 | |
|---|---------------|
| Total Due February 1, 2016: | \$0.00 |

3. Over 65, Disabled Person, Disabled Vet & Disaster Installment Payment Plan (If your homestead already qualifies for the quarter installments, amounts will be listed in the boxes below.) Coupons for future payments will be mailed.

| Payment Due Date | Amount | Payment Due Date | Amount | Payment Due Date | Amount | Payment Due Date | Amount |
|------------------|--------|------------------|--------|------------------|--------|------------------|--------|
| February 1, 2016 | | March 31, 2016 | | May 31, 2016 | | August 1, 2016 | |

CURRENT EXEMPTIONS: CAPPED HOMESTEAD

Should you have questions regarding values, exemptions or need to update address or ownership information, contact the Galveston CAD (1-866-277-4725) or the Harris CAD (713-957-7800) depending on county where property is located.

Contact your mortgage company before participating in 1/2 or 1/4 pay plans. Your deed of trust may not allow it!

To insure proper credit, return this coupon with check, cashiers check or money order payable to GCTO and mail in the enclosed envelope. Please do NOT staple, tape or write on coupon! Address changes should be sent on separate paper or use form at bottom of enclosed newsletter. Credit card checks are not accepted. A \$25⁰⁰ fee will be charged for returned checks.

ACCOUNT #: R142649

GIBSON THOMAS P & SUSAN M
1286 BLUE HERON ST
HITCHCOCK TX 77563

Check all applicable boxes.

- First half split payment *no later than* November 30, 2015
- Payment in full *no later than* February 1, 2016
- O65/DP/DV or Disaster 1/4 payment *no later than* February 1, 2016. Please note: A person who is disabled or over 65 may apply to the appraisal district to defer payment on their homestead.

000000R142649 0000518978 0000259489 0000000000 0000000000 9

Fax Year Comparisons Required by State Law

State law requires that your tax statement include appraised and taxable values, tax rates and taxes imposed by each entity and the difference over a five year period (for each year the data is available). Only GCTO entities are included.

| TAXING JURISDICTION | YEAR | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | |
|---------------------|------------------|------------|------------|------------|------------|------------|------------|-----------|
| | APPRaised VALUE: | \$297,970 | \$226,270 | \$196,180 | \$196,180 | \$196,180 | \$196,180 | 51.89 |
| GALVESTON COUNTY | Taxable Value | \$189,902 | \$172,638 | \$156,944 | \$156,944 | \$156,944 | \$156,944 | 21.00 |
| | Tax Rate | .56124700 | .57884400 | .58370000 | .59991500 | .61294500 | .61975000 | -9.440000 |
| | Levy | \$1,065.82 | \$999.30 | \$916.08 | \$941.53 | \$961.98 | \$972.66 | 9.58 |
| | % Difference | 6.66 | 9.08 | -2.70 | -2.13 | -1.10 | | |
| ROAD & FLOOD | Taxable Value | \$186,902 | \$169,638 | \$153,944 | \$153,944 | \$153,944 | \$153,944 | 21.41 |
| | Tax Rate | .00575300 | .00595600 | .00610000 | .00885500 | .00885500 | .00900000 | -36.08000 |
| | Levy | \$10.75 | \$10.10 | \$9.39 | \$13.63 | \$13.63 | \$13.85 | -22.38 |
| | % Difference | 6.44 | 7.56 | -31.11 | .00 | -1.59 | | |
| LAMARQUE I.S.D. | Taxable Value | \$212,378 | \$200,798 | \$181,180 | \$181,180 | \$181,180 | \$181,180 | 17.22 |
| | Tax Rate | 1.2200000 | 1.2200000 | 1.2200000 | 1.2200000 | 1.2400000 | 1.2400000 | -1.610000 |
| | Levy | \$2,591.01 | \$2,449.74 | \$2,210.40 | \$2,210.40 | \$2,246.63 | \$2,246.63 | 15.33 |
| | % Difference | 5.77 | 10.83 | .00 | -1.61 | .00 | | |
| CITY BAYOU VISTA | Taxable Value | \$189,902 | \$172,638 | \$156,944 | \$156,944 | \$156,944 | \$156,944 | 21.00 |
| | Tax Rate | .35500000 | .35500000 | .3668300 | .37445500 | .37683300 | .37949500 | -6.450000 |
| | Levy | \$674.15 | \$612.86 | \$575.49 | \$587.68 | \$591.42 | \$595.59 | 13.19 |
| | % Difference | 10.00 | 6.49 | -2.07 | -.63 | -.70 | | |
| MAINLAND COLL | Taxable Value | \$189,902 | \$172,638 | \$156,944 | \$156,944 | \$156,944 | \$156,944 | 21.00 |
| | Tax Rate | .20230700 | .20508500 | .22121000 | .22597000 | .23202000 | .23389000 | -13.50000 |
| | Levy | \$384.19 | \$354.05 | \$347.18 | \$354.65 | \$364.14 | \$367.08 | 4.66 |
| | % Difference | 8.51 | 1.98 | -2.11 | -2.61 | -.80 | | |
| BAY VIS MUD12 | Taxable Value | \$189,902 | \$172,638 | \$156,944 | \$156,944 | \$156,944 | \$156,944 | 21.00 |
| | Tax Rate | .24426500 | .28362600 | .28362600 | .27064300 | .26048800 | .24382600 | .18000000 |
| | Levy | \$463.86 | \$489.65 | \$445.13 | \$424.76 | \$408.82 | \$382.67 | 21.22 |
| | % Difference | -5.27 | 10.00 | 4.80 | 3.90 | 6.83 | | |

School District Rate Comparison Current & Previous Year

| | Tax Rate | 2014 | 2015 |
|----------|-------------------|---------------------|---------------------|
| LAMARQUE | M&O Rate | \$ 1.0400000 | \$ 1.0400000 |
| | I&S Rate | .18000000 | .18000000 |
| | Total Rate | \$ 1.2200000 | \$ 1.2200000 |

Statement from Legislature Required by Senate Bill 1

If the amount of the exemption from ad valorem taxation by a school district of a residence homestead had not been increased by the Texas Legislature, your tax bill would have been \$5,311.78. Because of action by the Texas Legislature increasing the amount of the residence homestead exemption, your tax bill has been lowered by \$122.00, resulting in a lower tax bill of \$5,189.78 contingent on the approval by the voters at an election to be held November 3, 2015, of a constitutional amendment authorizing the residence homestead exemption increase. If the constitutional amendment is not approved by the voters at the election, a supplemental school district tax bill in the amount of \$5,311.78 will be mailed to you.

Protest Your Property Value 2016 Class Schedule

For the 12th year, Cheryl E. Johnson will teach her award winning class "Effectively Protest Your Appraised Value" as shown below. Learn techniques—not tricks—and gain a good understanding of the Texas property tax process. Class times are shown below and generally last two hours. Don't miss the May 31st deadline to schedule an appointment with a CAD appraiser! All class materials will be posted on the GCTO website by April 1, 2016.

| Date | Time | Location |
|------|-------|---|
| 5/3 | 6 pm | League City Council Chambers, 200 W. Walker, League City |
| 5/5 | 6 pm | Learning Resource Center, Room L-131, College of the Mainland, 1200 Amburn Road, Texas City |
| 5/19 | 6 pm | Commissioners Courtroom, 722 Moody/21st Street Galveston |
| 5/21 | 10 am | AMOCO Federal Credit Union, 235 E. Parkwood Drive, Friendswood |

Avoid the line - pay online!

Transaction fees apply!
E-check \$1.00 • Credit card 2.5%
www.galcotax.com

Late Payment of Taxes Is Very Costly!

Current year (2015) taxes become delinquent February 2, 2016. Hefty penalties and interest with delinquent tax attorney fees added July 1.

| When Paid In | Penalty | Interest | Attorney Fees | Total P/V/A |
|---------------|---------|----------|---------------|-------------|
| February 2015 | 6% | 1% | NA | 7% |
| March | 7% | 2% | NA | 9% |
| April | 8% | 3% | NA | 11% |
| May | 9% | 4% | NA | 13% |
| June | 10% | 5% | NA | 15% |
| July | 12% | 6% | 15-20% | 33-38% |
| August | 12% | 7% | 15-20% | 34-39% |
| September | 12% | 8% | 15-20% | 35-40% |
| October | 12% | 9% | 15-20% | 36-41% |
| November | 12% | 10% | 15-20% | 37-42% |
| December | 12% | 11% | 15-20% | 38-43% |

You may be eligible for a low interest, no penalty installment plan. Apply in person at any GCTO office but first call a Property Tax Specialist to see if you qualify at (409) 766-2481 or (877) 766-2284.

Galveston County Tax Office (GCTO) Locations

Open Monday through Friday, 8 am to 5 pm:

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North County Annex, 174 Calder, League City
West County Annex, 11730 Highway 6, Santa Fe
Texas City Annex, 2516 Texas Avenue, Texas City

Satellite offices open as shown (closed for lunch Noon - 1pm):

946 Noble Carl Road, Crystal Beach (3rd Tuesday 8am - 4:30pm)
910 S Friendswood Dr Friendswood (Thursday & Friday 8am - 5pm)

How to Pay

1. Come in person Monday-Friday from 8 am to 5 pm. Locations listed above and in the enclosed newsletter.
2. Mail payment in enclosed envelope (please include coupon) and be sure postmark is timely for payment option selected.
3. Go online to www.galcotax.com. Click on the large red button then pay via electronic check or credit card or call (English) 1-866-865-1433 or (Spanish) 1-866-865-1435. FEES APPLY!
4. Drop in one of the marked GCTO payment drop boxes located outside all but the Crystal Beach office. All mail is picked up by 8:30 am and posted for the previous day's date.

ATTACHMENT

B

(SAMPLE DELINQUENT LETTER)



CHERYL E. JOHNSON, PCC

Galveston County Tax Assessor Collector
722 Moody (21st Street), Galveston, Texas 77550
(Toll Free) 877-766-2284 or 409-766-2481
galcotax@co.galveston.tx.us



February 12, 2016

Mailline1 field20
Mailline2 field21
Mailline3 field22
Mailline4 field23
Mailline5 field24

ACCOUNT #: FIELD 2

Mail Scanline for USPS

Dear Sir or Madam:

Our records indicate that there may be an outstanding balance on the property tax account listed above. It is possible that a posting error occurred, particularly if you were taking advantage of a special payment option. It is also possible that we have not yet received or posted your payment if mailed on the February 1st deadline.

If the property taxes are unpaid, legislation that went into effect September 1, 2013, allows certain property owners to enter into a reduced penalty payment agreement with the tax assessor collector. IF THE PROPERTY DESCRIBED IN THIS DOCUMENT IS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE GALVESTON COUNTY TAX OFFICE REGARDING A RIGHT YOU MAY HAVE TO ENTER INTO AN INSTALLMENT AGREEMENT DIRECTLY WITH THE GALVESTON COUNTY TAX OFFICE FOR THE PAYMENT OF THESE TAXES.

Other legislation provides that if this property is your residence homestead and you are disabled, at least 65 years of age, a disabled veteran or the surviving spouse of a disabled veteran, you are entitled to make four equal installment payments if the first installment and penalty and interest on the first installment are paid no later than March 2nd. If you would like to take advantage of this option please contact a Property Tax Specialist at 1-409-766-2481 or 1-877-766-2284 (toll free), Monday through Friday from 8:00 am to 5:00 pm for the correct amount due. You may also come into one of our offices so that we may provide that information to you.

In the event you believe we have made an error, please contact us at your earliest convenience so that we may correct our records or provide assistance with your account concerns in order to avoid future penalty and interest charges. Account information is available online at www.galcotax.com (click on red button at top of the page to locate and review your account). Property Tax Specialists are available Monday through Friday, 8 am to 5 pm at 1-409-766-2481 or (toll free) 1-877-766-2284 or via email at galcotax@co.galveston.tx.us.

To insure proper credit, please return this coupon with check, cashier's check or money order payable to GCTO in the enclosed envelope. Do NOT staple or tape! Credit card checks are NOT accepted. A \$25⁰⁰ fee will be charged for returned checks. To insure proper credit do not write on this coupon. Include address changes on separate page.

ACCOUNT #: FIELD 2

Ownerline1 field15
Ownerline1 field16
Ownerline1 field17
Ownerline1 field18
Ownerline1 field19

| Amount Due by Month | | | |
|---------------------|------------|--------------|-----------|
| Month | 2015 Taxes | Prior Delinq | Total Due |
| If paid by Feb 29 | FIELD80 | FIELD91 | FIELD101 |
| If paid by March 31 | FIELD81 | FIELD92 | FIELD102 |
| If paid by May 2 | FIELD82 | FIELD93 | FIELD103 |
| If paid by May 31 | FIELD83 | FIELD94 | FIELD104 |

ATTACHMENT

C

(SAMPLE NEWSLETTER – 2 SIDED FORM)



The 2015 Tax Statement



A newsletter of the Galveston County Tax Office – Where the race for quality has no finish line

IN THE NEWS

- Single Sticker, 84th Legislature, Whew!
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TAX OFFICE 10 COMMANDMENTS OF CUSTOMER SERVICE

1. The customer is never an interruption to our work— the customer IS our work
2. Brighten every customer's day, greet everyone with a smile
3. Whenever possible, acknowledge customers by name
4. Project professionalism, courtesy and dignity to everyone
5. State things in a positive way
6. NEVER argue with a customer
7. Always go the extra mile to provide assistance
8. Never say, "I don't know what to do" without saying, "but I would be more than happy to find out."
9. Never blame someone else
10. Never forget that the customer pays our salary



A vote FOR Prop 1 will increase the school district homestead exemption. The Constitutional Election is November 3rd. Make your voice heard. VOTE!

Single Sticker, 84th Legislature, Whew!

from the desk of

Cheryl E. Johnson



This year will be remembered as the year of the TxDMV single sticker program! Despite a two year planning phase in which every vehicle owner in Texas *could* have been informed, no one was prepared for the change, resulting in confusion and long lines at all offices. **Long story short:** If the inspection is good, you may renew the registration. If the inspection expires in February 2016 and registration in December 2015, **no inspection is needed until December 2016.**

Trailers were a huge issue as well. Inspections were always *required* on those with a carrying capacity of 4,500 pounds (*except approved farm and certain specialized trailers*), but until this program, there was no enforcement and that has fallen on us.

The 84th Legislative Session was not very exciting for county tax offices. Of the 6,276 bills filed, 1,323 passed and 318 were tax related. **One** will help with your tax burden—Senate Bill 1. If voters approve Proposition One on November 3rd, the State school district homestead exemption will increase from \$15,000 to \$25,000, resulting in savings from \$115 to \$154 depending on your school district tax rate. With property values at

an all time high, the savings is not much. PLEASE NOTE: the 2015 statement is **PROVISIONAL**. Another will be mailed if voters do **not** approve Prop One!

Another change this year—seniors, disabled persons and vets are eligible for installment payments on homesteads even when the bill is sent late to a new owner. Call for more information.

Not legislative but very important—the Governor declared Galveston County a disaster area for both the May floods and summer drought. **IF YOU SUFFERED ANY DAMAGE** as a result of these events, you are eligible for disaster installments (*with 1/4 due in January, March, May and July*). Carefully review the statement for this year's options!

If mailing your payment, please use the enclosed envelope and include the coupon to insure proper processing. This is the fourth year for us to process payments in-house and these items are essential to our efficiency and accuracy!

Finally, "friend" the Galveston County Tax Office on Facebook, watch our website or read your local newspaper to be kept up to date on important voting and tax deadlines and important news!

We look forward to serving you again this year!

Cheryl

Contact Us

| | |
|---|----------------------------------|
| General Information..... | (409) 766-2284 |
| Toll Free | (877) 766-2284 |
| Fax | (409) 766-2479 |
| Email | galcotax@co.galveston.tx.us |
| Cheryl E. Johnson, Tax Assessor/Collector..... | (409) 766-2260 |
| Sheryl R. Swift, Chief Deputy Business Services | (409) 766-2474 |
| Rachael Crider, Chief Deputy Property Tax..... | (409) 766-2476 |
| Kimberly Hall, Chief Deputy Operations | (409) 766-2487 |
| Property Tax Department | (409) 766-2481 |
| Voter Registration Department | (888) 976-2280 or (409) 766-2280 |
| Vehicle Registration Information (Galveston Branch) | (409) 766-2485 |



www.galcotax.com



Branch Locations: Monday-Friday, 8 am to 5 pm
Galveston Courthouse, 722 Moody, Galveston
North Co. Annex, 174 Calder, League City
West Co. Annex, 11730 Highway 6, Santa Fe
Texas City Annex, 2516 Texas Avenue, Texas City

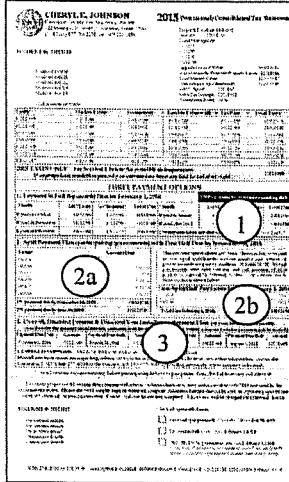
Satellite Offices: Both offices closed Noon—1 pm
946 Noble Carl Road, Crystal Beach
(3rd Tuesday 8 am to 4:30 pm)
910 S Friendswood Drive, Friendswood
(Thursday & Friday 8 am to 5 pm)

Disaster installments available this year ★ Save time, pay online ★ We accept credit and debit cards

Payment Options – Easy as 1-2a-2b & 3!

There are several options when paying your taxes. Select a plan that works best for you! We do not send bills if you owe under \$10!

1. **Pay in full**
By February 1, 2016
(USPS postmark not postage meter)
- 2.a. **Split/Half Pay Option**
First ½ by November 30, 2015
Second ½ by June 30, 2016
(except opt out entities at 2b)
- 2.b. **Opt Out Entities**
In full by February 1, 2016, for
Dickinson ISD & City of Dickinson
*Galveston County MUD #12 (Bayou Vista)
now participates in split/half pay!*



3. **Four installments***
Available on the homesteads of those
over 65, disabled persons and disabled vets
and all affected by disaster declarations

1/4 by February 1, 2016
1/4 by March 31, 2016
1/4 by May 31, 2016
1/4 by August 1, 2016

* Unless specified differently on supplemental billing

Payment coupons will be mailed in March for 1/4 installment plans & April for split/half pay.

If you have a mortgage, you may not be able to participate in Options 2 or 3. Call your mortgage company first!

Ways to Pay!

1. Come in person weekdays 8 am to 5 pm. Locations listed on front of newsletter, back of statement and online (www.galcotax.com) or call toll free (877) 766-2284.
2. Mail payment in enclosed envelope (*please include coupon*). Be sure postmark is timely for payment type selected.
3. Go online to www.galcotax.com, click on the large red button, locate account and pay via credit card or e-check or call toll free 1-866-865-1433 (English) and 1-866-865-1435 (Spanish). FEES APPLY!
4. Drop in one of the marked GCTO payment drop boxes located outside all but the Crystal Beach office. Mail is picked up for previous day posting at 8:30 am!

Property Tax Seminars

For the 12th year, Cheryl E. Johnson will teach her award winning class "Effectively Protest Your Appraised Value" on the dates and times shown. Learn techniques (*not tricks*) and learn how the Texas property tax process works. Classes typically last two hours. Registration required for May 21st class! All class materials will be posted on our website by April 1, 2016 (*under Important Information*).

Don't miss the May 31st deadline to schedule an informal meeting with a CAD appraiser!

| Date | Time | Location |
|------|-------|--|
| 5/3 | 6 pm | League City Council Chambers, 200 W. Walker, League City |
| 5/5 | 6 pm | Learning Resource Center, Room L-131, College of the Mainland, 1200 Amburn Road, Texas City |
| 5/19 | 6 pm | Commissioners Courtroom, County Courthouse, 722 Moody (21st Street), Galveston |
| 5/21 | 10 am | AMOCO Federal Credit Union, 235 E. Parkwood Drive, Friendswood (<i>registration required for this class</i>) |

Contacting Your County Appraisal District

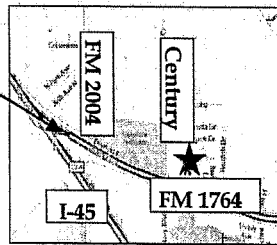
Galveston CAD located in Mid-County Annex

9850 EF Lowry Expressway (FM 1764)
Texas City

Call Toll Free: 866-277-4725

Local Calls: 409-935-1980

www.galvestoncad.org



Two Cities in Two Counties!

Property owners in the cities of Friendswood and League City (*Galveston & Harris County*), are our customers thanks to collection partnerships. Harris County property owners may obtain information about exemptions and values from Harris County CAD as shown below:

13013 Northwest Freeway (SH 290), Houston

Call: 713-957-7800 • www.hcad.org

To update address or to obtain assistance, please make notes below, cut or tear along dotted line and return in the enclosed envelope.

PLEASE USE THIS FORM— DO NOT WRITE ON COUPON!

ACCT #: _____

**SPECIAL PROVISIONS
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

PROPOSAL RESPONSE FORM

| <u>DESCRIPTION</u> | <u>COST</u> |
|---|-------------|
| 1. Quantity - 160,000 each Printing of two-sided 8 ½ x 14 Tax Statements | _____ |
| 2. Quantity - 140,000 #9 Return Envelopes (plus additional 25,000 for delinquent notices and 30,000 to return to GCTO) | _____ |
| 3. Quantity – 140,000 #10 White Woven Window Envelopes (plus additional 25,000 for delinquent notices) #10 White Woven Window Envelopes | _____ |
| 4. An estimated 20,000 9x12 Flats for multiple tax statements plus An estimated 5,000 multiple delinquent notices | _____ |
| 5. Quantity – 120,000 each Printing of two-sided 8 ½ x 11 Single Newsletters | _____ |
| 6. Quantity – 25,000 each Printing of two-sided 8 ½ x 11 Multiple Newsletter | _____ |
| 7. Quantity – 1 each Statement Images (data & media) | _____ |
| 8. Quantity – 1 each Lowest Qualified Guaranteed Postage Rate Total | _____ |
| 9. Folding and inserting Items #1, 2, 5 or 6 into Item #3 or 4 | _____ |
| 10. Quantity – 30,000 each Printing of 8 ½ x 11 single-sided Delinquent Notices | _____ |
| 11. Folding and inserting Items #10 and 2 into Item #3 | _____ |
| 12. Charge for revisions of Publisher File Statement Form | _____ |
| Extended Price Total of All Items: | _____ |

**SPECIAL PROVISIONS
 LASER PRINTING OF COUNTY TAX STATEMENTS
 GALVESTON COUNTY, TEXAS
 EVALUATION DOCUMENT OF LASER PRINTING OF TAX STATEMENTS
 AND DELINQUENT NOTICE BIDS FOR
 GALVESTON COUNTY RFP #B162011A**

Evaluation Committee: Representatives of GCTO, County Auditor, and Finance Department

Timeline: Bid Open Date: June 14, 2016
 Interviews with Short List of Firms June 21, 2016

Evaluation & Scoring:

| % Pts | Evaluation Criteria | Point Breakdown |
|-------|--|-----------------|
| | Experience | |
| | Tax office experience printing consolidated tax statements | 20 |
| 55% | Appropriate responses to basic services requirements: Ability to properly place data in appropriate mapped fields identified on Microsoft Office Publisher file Ability to sort/manipulate up to 160,000 records with up to 332 individual data fields from billing file of 840 data fields Ability to print duplex 8 ½ x 14 statements with perf Ability to print duplex 8 ½ x 11 newsletters on colored paper Ability to print single sided 8 ½ x 11 delinquent notices with perf Ability to print #9 return envelopes and #10 window envelopes Ability to fold and insert statement/return envelope and appropriate newsletter into #10 envelope Ability to fold and insert delinquent notice and return envelope into #10 envelope | 10 |
| | Ability to work with Microsoft Publisher, to properly place data in appropriate fields, sort and merge complex data file | 10 |
| | Ability to guarantee cost of postage based on first class carrier route automation rates and presort to obtain best postal rate for 1 st class mail | 2 |
| | Ability to track internal production and USPS delivery and provide report | |
| | Ability to sort data files to properly identify single owner of multiple properties and produce statements and newsletters for multiple mailing, sort mortgage company, mail code or 0000 zip addresses | 10 |
| | Ability to meet standards for optical character reader (OCR) print in proper location on bottom of each document and adjust after testing | 3 |

**SPECIAL PROVISIONS
 LASER PRINTING OF COUNTY TAX STATEMENTS
 GALVESTON COUNTY, TEXAS**

| | | | |
|-----------------------------------|---|---|------------------------------|
| 35% | Total Price | | |
| | 1. | Quantity - 160,000 each Printing of two-sided 8 ½ x 14 Tax Statements | |
| | 2. | Quantity - 140,000 each (additional 25,000 for delinquent notices) #9 Return Envelopes, 30,000 to return | |
| | 3. | Quantity – 140,000 each (additional 25,000 for delinquent notices) #10 White Woven Window Envelopes | Best Price 35 pts |
| | 4. | Quantity – 120,000 each Printing of two-sided 8 ½ x 11 Single Newsletters | Next Best Price 25 pts |
| | 5.. | Quantity – 25,000 each Printing of two-sided 8 ½ x 11 Multiples Newsletters | Next Best Price 15 pts |
| | 6. | Quantity – 1 each Statement Images (data & media) | Highest Price 5 pts |
| | 7. | Quantity – 1 each Lowest Qualified Guaranteed Postage Rate Total | |
| | 8. | Folding and inserting Items #1, 2, 4 into Item #3 | |
| | 9. | Quantity – 25,000 each Printing of 8 ½ x 11 single-sided Delinquent Notices | |
| 10. | Folding and inserting Items #8 and 2 into Item #3 | | |
| 10% | Timetables | | |
| | | Ability to provide tax statement samples prior to production with corrections made within 24 hours. Target completion date October 15. | 5 |
| | | Ability to provide delinquent notice samples prior to production with corrections made within 24 hours. Target completion date February 12. | 5 |
| GRAND TOTAL ALL CATEGORIES | | | 100 pts |

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**PROPOSAL FORM
LASER PRINTING OF COUNTY TAX STATEMENTS
COUNTY OF GALVESTON, TEXAS**

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

EXCEPTIONS (if no exceptions are taken, state NONE):

THE COMPANY OF: _____

ADDRESS: _____

FEIN (TAX ID): _____

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

Items:

1. References (if required)

Confirmed (X):

2. Addenda, if any

#1 _____ #2 _____ #3 _____ #4 _____

3. One (1) original and seven (7) copies of submittal

4. Proposal Form

5. Vendor Qualification Packet

6. Debarment Certification Form

7. Non-Collusion Affidavit

8. Form CIQ

9. Payment Terms:

_____ net 30 _____ Other

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bid the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

**PROPOSAL FORM
LASTER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

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

1. Contact information for notice:

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

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

Name: _____
Address: _____

Telephone Number: _____ Facsimile number: _____

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

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

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

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

Telephone number: _____ Facsimile number: _____

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

Telephone number: _____ Facsimile number: _____

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

Telephone number: _____ Facsimile number: _____

**PROPOSAL FORM
LASER PRINTING OF COUNTY TAX STATEMENTS
GALVESTON COUNTY, TEXAS**

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

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

Telephone number: _____ Facsimile number: _____

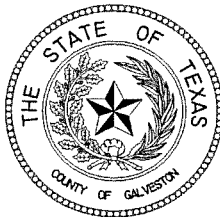
2. Business Name of Supplier _____
Name of Person: _____
Title of Individual within business: _____
Business address: _____

Telephone number: _____ Facsimile number: _____

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

Telephone number: _____ Facsimile number: _____

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County of Galveston

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

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP #B162011A

Solicitation Title: Laser Printing of County Tax Statements

Contractor hereby CERTIFIES that:

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

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

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

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

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

Name of Business

Date

By: _____
Signature

Printed Name & Title

State of Texas

§
§
§

County of Galveston

NON-COLLUSION AFFIDAVIT

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

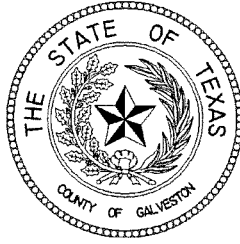
- Affiant is the _____ of _____, that
(Individual, Partner, Corporate Officer) (Name of Proposer)
submitted the attached Bid/Proposal in **RFP No. B162011A LASER PRINTING OF COUNTY TAX STATEMENTS**
- Affiant is a duly authorized representative of Proposer and is authorized to make this Non-Collusion Affidavit;
- The attached Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
- The attached Proposal/Bid has been independently arrived at without collusion with any other bidder, proposer, person, firm, competitor, or potential competitor;
- Bidder/Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham bid or that such other bidder, proposer, person, firm, competitor, or potential competitor shall refrain from bidding/proposing;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Bid/Proposal or of the bid/proposal any other bidder/proposer;
- Bidder/Proposer has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Bid/Proposal price or prices of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Bid/Proposal or the bid/proposal of any other Bidder/Proposer; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Bidder/Proposer as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and SUBSCRIBED before me this _____ day of _____, 2016.

Notary Public

My Commission Expires: _____



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: CM16174

Invitation to Bid Number: RFP #B162011A Laser Printing of County Tax Statements

Term of Contract: Three (3) 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 Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on this the _____ day of _____, 2016.

Contractor:

By:

Date:

Galveston County

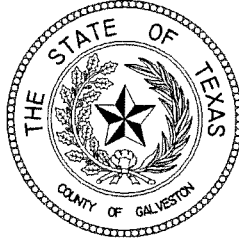
By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



State of Texas

County of Galveston

Contract

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

Contract Number: CM16174

Invitation to Bid Number: RFP #B162011A Laser Printing of County Tax Statements

Term of Contract: Three (3) 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 Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on this the _____ day of _____, 2016.

Contractor:

By:

Date:

Galveston County

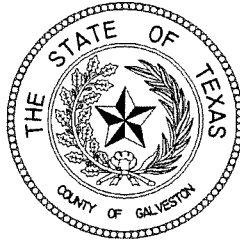
By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



State of Texas

County of Galveston

Contract

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

Contract Number: CM16174

Invitation to Bid Number: RFP #B162011A Laser Printing of County Tax Statements

Term of Contract: Three (3) 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 Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed on this the _____ day of _____, 2016.

Contractor:

By:

Date:

Galveston County

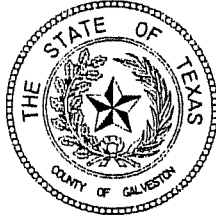
By:

Date:

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk



County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, 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
Form W-9: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)
Form CIQ: Conflict of Interest Questionnaire
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Worker's Compensation Insurance:

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

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

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

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

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

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

Procurement Policy - Special Note:

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

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

Questions/Concerns:

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

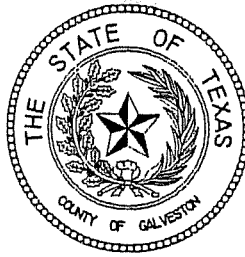
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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

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

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

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



**COUNTY of GALVESTON
Purchasing Department**

rev. 1.3, March 29, 2010

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

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

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

1.

| | | | |
|------------------------|--|--|--|
| Business Name: | | | |
| Attention Line: | | | |

2.

| | | | |
|--------------------------|---------------|---------------|--|
| Physical Address: | | | |
| City: | State: | Zip+4: | |

3.

| | | | |
|---------------------------------|---------------|--------------|--|
| Billing / Remit Address: | | | |
| City: | State: | Zip+4 | |

4.

| | | | |
|-----------------------------|--|--|--|
| Main Contact Person: | | | |
| Main Phone Number: | | | |
| Fax Number: | | | |
| E-mail Address: | | | |

Areas below are for County use only.

| | |
|----------------------|-----------------------|
| Requested By: | Phone / Ext. # |
| Department: | Date: |

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

Request for Taxpayer Identification Number and Certification

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

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--------------------------------|
| Social security number |
| OR |
| Employer identification number |

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

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

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

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

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

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

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* on page 1.

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,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The 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.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|--|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$800 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

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

²However, 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.

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

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

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

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.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ³ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. 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 |

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

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

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

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

Note. 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.

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. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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).
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.

OFFICE USE ONLY

Date Received

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

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

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

3 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, other than investment income, from the vendor?

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 officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date