



# GALVESTON COUNTY, TEXAS

COMMISSIONERS COURT 722 Moody, County Courthouse, Galveston, TX 77550 (409) 766-2244

Mark Henry County Judge      Ryan Dennard Commissioner, Precinct 1      Joe Giusti Commissioner, Precinct 2      Stephen Holmes Commissioner, Precinct 3      Ken Clark Commissioner, Precinct 4

## SPECIAL MEETING-AGENDA August 18, 2016 – 11:00 AM

**CONSENT AGENDA:** ALL ITEMS MARKED WITH A SINGLE ASTERISK (\*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY.

In accordance with the provisions of the Americans with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall, within three (3) days prior to any proceeding contact the County Judge's office at 722 Moody, Galveston, Texas 77550 (409) 766-2244.

### Call to Order

### Consent Agenda

- \*1. Consideration of *acceptance for the FY 2017 Statewide Automated Victim Notification Service (SAVNS) Grant Award from the Texas Attorney General's Office and Authorize County Judge to sign required documents* as submitted by the Grants Manager.
- \*2. Consideration of *acceptance of the FY 2017 Solid Waste Implementation Grant Award from the Texas Commission on Environmental Quality through the Houston-Galveston Area Council and authorize the County Judge to sign required documents* as submitted by the Grants Manager.
- \*3. Consideration of *approval to submit FY 2016/2017 Local Emergency Planning Committee (LEPC) Grant Application to the Texas Commission on Environmental Quality* as submitted by the Grants Manager.
- \*4. Consideration of *approval for 36-month streaming service for Commissioners Court with Livestream* submitted by Information Technology.
- \*5. Consideration of *approval for annual VMWare support subscription renewal with SCW* submitted by Information Technology.
- \*6. Consideration of *approval for Hyena Enterprise software license renewal with SystemTools* submitted by Information Technology.
- \*7. Consideration of *approval for implementation of OneSolution employee online on behalf of Human Resources and Treasurers' Office with SunGard Public Sector* submitted by Information Technology.

- \*8. Consideration of *approval of an interlocal agreement with the City of La Marque for reconstruction of specified streets* submitted by Road & Bridge.

**Action Agenda**

9. Purchasing
- a. Consideration of approval of awarding the following bid (two bids received) and authorizing the County Judge to execute the contract for:
1. Bid #B162014 Malathion Insecticide

**Adjourn**

**Appearances before Commissioners Court**

A speaker whose subject matter as submitted relates to an identifiable item of business on this agenda will be requested by the County Judge or other presiding court members to come to the podium where they will be limited to three minutes (3). A speaker whose subject matter as submitted does not relate to an identifiable item of business on this agenda will be limited to three minutes (3) and will be allowed to speak before the meeting is adjourned. Please arrive prior to the meeting and sign in with the County Clerk.

**Executive Sessions**

The Galveston County Commissioners Court may recess into closed meeting (Executive Session) on any item listed on this agenda if the Executive Session is authorized under the Open Meetings Act pursuant to one or more the following exceptions: Tex. Gov't Code §§ 551.071 (consultation with attorney), 551.072 (deliberation regarding real property), 551.073 (deliberation regarding a prospective gift or donation), 551.074 (personnel matters), 551.0745 (personnel matters affecting County advisory body), 551.076 (deliberation regarding security devices or security audits), and/or 551.087 (deliberations regarding economic development negotiations). The Presiding Officer of the Commissioners Court shall announce the basis for the Executive Session prior to recessing into Executive Session. However, the Commissioners Court may only enter into the Executive Session on any agenda item for which a separate Executive Session has not been separately posted if, prior to conducting the Executive Session, a majority of the Commissioners Court votes to go into Executive Session. This motion requirement does not apply to any agenda item that has been previously noticed to constitute or include an Executive Session.

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**AGENDA ITEM #1.**



COUNTY OF GALVESTON  
**Professional Services Department**

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department  
CDBG Non-Housing  
Child Welfare  
Fleet  
Grants/FEMA

Budget  
Financial Assistance  
Guardianship Program  
Indigent Burials  
Indigent Health Care

**MEMORANDUM**

**To: Galveston County Commissioners' Court**  
**From: Betsy Thomas, Grants Manager**  
**Court Date: August 16, 2017**  
**RE: Sheriff's Department**  
**FY 2017 Statewide Automated Victim Notification Service Grant Award**

**BACKGROUND**

In February 2004, Galveston County Commissioners Court was one of the first in Texas to authorize participation in the VINE Program (Victim Information and Notification Everyday). Over the last twelve years, thousands of victims in Galveston County have registered for this free service to learn the status and court proceedings schedule for offenders via telephone, text or email notifications.

Galveston County's participation in the VINE Program is made possible through a grant from the Texas Attorney General's Office via the Statewide Automated Victim Notification Service (SAVNS) Grant Program.

**SUMMARY**

Attached is the FY 2017 SAVNS Grant Contract between the Office of the Attorney General and Galveston County. This grant pays the cost of the VINE Service Contract with Apriss.

**INTERAGENCY AGREEMENT FINANCIAL SUMMARY**

SVANS Grant Award	\$ 23,765.16
County Contribution	\$ 0.00
Total Program Cost	\$ 23,765.16

**RECOMMENDATIONS**

The Grants Manager asks the Court to consider acceptance of the FY 2017 Statewide Automated Victim Notification Service Grant Award and Authorize the County Judge to sign the required contract documents.



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

### Grant Award/Agreement

Court Date: 8.16.2016		Department: Sheriff's Department				
Grant Agency: Texas Office of the Attorney General			Funding Source: Statewide Automated Victim Notification Service Grant			
Grant Start Date: 9.1.2016		Program Year: FY 2017	Renewal Grant:		YES	
Grant End Date: 8.31.17	Program End Date: ongoing		Contract #	1770817		
Description: Victim Information and Notification Everyday (VINE) Program funding						
Grant Organization Keys: 2870 SAVNS Grant 211120 5481000			Grant Type: Formula			
Expenditure Type	Grant (Other) Funded		County Funded	Total Budget		
Salary & Benefit				\$ -		
Non-Labor	\$ 23,765.16			\$ 23,765.16		
Indirect/Admin Costs				\$ -		
Not Yet Determined				\$ -		
Totals:	\$ 23,765.16		\$ -	\$ 23,765.16		
	FY12	FY13	FY14	FY15	After FY15	Total
County Funding Requested:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Funding Budgeted:	\$ -					\$ -
County Funding Source:	Fund: 100% Grant Funded Division:					

Approved By:  
Department Director:  
Grants Manager:  
Director of Finance:  
Auditor:

Signature	Date
<u>Henry Jacobson</u>	<u>8/8/16</u>
<u>Betsy Thomas</u>	<u>8-8-2016</u>
<u>[Signature]</u>	<u>8/9/16</u>
<u>[Signature]</u>	<u>8/15/16</u>

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
GALVESTON COUNTY**

**OAG Contract No. 1770817**

This contract is executed between the Office of the Attorney General (OAG) and Galveston County (GRANTEE) for certain grant funds. The Office of the Attorney General and Galveston County may be referred to in this contract individually as “Party” or collectively as “Parties.”

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Offer (RFO) for Statewide Automated Victim Services May 15, 2013. After an evaluation of offers, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2013 to August 31, 2015. The OAG exercised its option and extended the term until August 31, 2017. The Vendor Certification includes the offer to perform the “Requested Scope of Services—Statement of Work Requirements and Terms and Conditions Applicable to the Vendor Certification” as well as the Pricing Model as provided in the BAFO. The vendor certified to provide the services is Appriss, Inc., (“Certified Vendor”), a Kentucky corporation authorized to do business in Texas.

**SECTION 2. TERM OF THE CONTRACT**

This contract shall begin on September 1, 2016 and shall terminate August 31, 2017, unless it is terminated earlier in accordance with Section 6 of this contract.

**SECTION 3. GRANTEE’S CONTRACTUAL SERVICES**

**3.1. Grantee Services Agreement.** GRANTEE will execute a “Services Agreement,” a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that

are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

**3.2 Grantee Maintenance Plan.** GRANTEE agrees to establish and follow a “Maintenance Plan.” The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendors performance according to Services Agreement; satisfactorily discharge GRANTEE’s obligations as described in the Services Agreement; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

**3.3 GRANTEE Service Levels.** In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

**3.4 Cooperation with Statewide Stakeholders.** GRANTEE will reasonably cooperate with and participate in Statewide Stakeholder meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendors performances.

**3.5 Scope of Services.** For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the “Scope of Services”. As a condition of reimbursement, GRANTEE agrees to faithfully, timely, and in a good and workman-like manner implement and maintain the services in compliance with the Scope of Services. GRANTEE shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

## **SECTION 4. GRANTEE’S OBLIGATIONS AND REQUIRED REPORTS**

### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG the applicable reports on forms as specified by the OAG. GRANTEE shall ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to

forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

To change an Authorized Official, GRANTEE must submit a written request on GRANTEE's letterhead, with an original signature of someone with authority to act on behalf of GRANTEE. To change Grant Contact, GRANTEE must submit a written request on GRANTEE's letterhead signed by an Authorized Official.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization including financial and programmatic policies and procedures.

Such fiscal and programmatic management shall include but is not limited to the following: accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain appropriate financial management and control systems. The systems must include budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; allocation of costs; and timely and appropriate audits and resolution of any findings and applicable annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5 Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records required to be kept confidential by applicable federal or state law, rules or regulations. This provision shall not be construed as limiting the OAG's access to such

records and other information.

**4.1.6 Public Information Act.** GRANTEE acknowledges that information, documents, and communications created or exchanged in the provision of services required by this contract may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and may be subject to required disclosure in a publicly-accessible format pursuant to Section 2252.907 of the Texas Government Code.

## **4.2 Programmatic Reports**

**4.2.1 Service Reports.** GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG on the quarterly statistical report for any year-to-date performance that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE, which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

**4.2.4 “Problem Log.”** GRANTEE shall establish a “Problem Log” that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, steps taken to resolve the problem and when the problem was resolved.

## **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

**4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.5. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES - GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. OAG grant funds are paid on a**

cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the “scope of services” of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2016, GRANTEE will submit fiscal year end required reports.

- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides a record of the current inventory of items purchased, disposed of, replaced or transferred for any equipment that was purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit B (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit. The timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. Unless, otherwise noted on Exhibit B (Special Conditions), GRANTEE will contract with an independent CPA firm to perform an annual financial audit engagement. If applicable, GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of 2 CFR Part 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Assignment Of Rights Of Payment And Reimbursement Details. THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:**

- a. GRANTEE agrees to allow the OAG to pay the Certified Vendor directly, instead of the GRANTEE, for any reimbursements due the GRANTEE under this contract. GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.
- b. The Certified Vendor will send its “Service Agreement Renewal Notice” (or other similar document) and invoice (either annually or quarterly which detail the amount due

for each quarter) to GRANTEE by September 1, 2016. The Certified Vendor will notify the OAG within twenty (20) days of the notices being sent that they were sent.

c. GRANTEE shall submit an invoice to the OAG for the prior quarter by the fifth (5th) of the next month following the end of each quarter. The quarters for FY2017 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

d. The OAG will forward to the Certified Vendor the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

e. The OAG will only pay a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

f. The OAG will process and forward payments to the Certified Vendor each quarter during FY2017 for invoices received from the GRANTEE that include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the fifth (5th) day of the month following the end of the quarter, as defined above. The payment will be generated no later than the thirtieth (30th) day after the fifth (5th) day of the month following the end of the quarter, as defined above. If an invoice is submitted after the fifth (5th) day of the month following the end of the quarter, the invoice may not be paid until the next quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the tenth (10th) day of the next month following the end of each quarter.

g. If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will process payment in accordance with Section 4.3.5(f).

h. If GRANTEE does not submit the required invoice and verification to the OAG within forty-five (45) days of the next month following the end of any quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

**4.3.6 Close Out Invoice** GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.7 Refunds and Deductions.** If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment, which shall be available to the OAG at all times upon request, however, as between the OAG and Grantee title for equipment will remain with Grantee.

GRANTEE will maintain, repair, and protect all equipment purchased in whole or in part with grant funds under this contract so as to ensure the full availability and usefulness of such equipment. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this contract, it shall use the proceeds to repair or replace said equipment.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5. OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Payment of Authorized Costs.** In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is first executed. GRANTEE agrees that nothing in this contract will be interpreted to create an obligation or liability of the OAG in excess of the funds delineated in this contract.

**5.5 Funding Limitation.** GRANTEE agrees that funding for this contract is subject to the actual receipt by the OAG of grant funds (state and/or federal) appropriated to the OAG. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OAG for this grant program are required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract.**

## **SECTION 6. TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other Party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4, 5, 7, 11 and 12.

**6.4 Refunds to OAG by GRANTEE.** If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund

all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract.

**6.5 Notices to Certified Vendor.** Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

## **SECTION 7. AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records that enable the OAG to verify all reporting measures and requests for reimbursements related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the federal government, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain records for a period of seven (7) years after the contract is completed or expires, or all issues that arise from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the contract or documents are resolved. The records include, but may not be limited to, the contract, any contract solicitation documents, any documents that are necessary to fully disclose the extent of services provided under this contract, any daily activity reports and time distribution and attendance records and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for all reporting measures and requests for reimbursement. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of its systems. GRANTEE's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** At the request of the OAG, GRANTEE shall grant access to and make available all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any other entity, person, or contractor receiving funds directly under this contract or through a subcontract under this contract to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the

OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 State Auditor.** In addition to and without limitation on the other audit provisions of this contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of GRANTEE or any other entity or person receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by GRANTEE or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, GRANTEE or another entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. GRANTEE further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. GRANTEE shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through GRANTEE and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of GRANTEE related to this contract.

**7.6 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8. SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports, Notices and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, and any other reports, notices or information, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov

If requested or approved by the OAG, other programmatic reports may be submitted to:

Program Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports, Notices and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Contracts and Asset Management Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

## **SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies in GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase of monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withholding or suspending funding, offsetting previous reimbursements, requiring repayment, disallowing claims for reimbursement, reducing funding, terminating this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10. GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, Code of Federal Regulations (CFR) and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, 2 CFR Part 200, and any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS). Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable 2 CFR Part 200, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE and agreed to by the OAG, in advance. GRANTEE shall follow OAG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, or offered to give, nor does GRANTEE intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.

GRANTEE will operate with complete independence and objectivity without an actual, potential or apparent conflict of interest with respect to its performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to its performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and federal governmental bodies related to GRANTEE's right to conduct its business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

## **SECTION 11. SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE or GRANTEE's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation by its owners, incorporators, officers, directors, employees, volunteers or any third parties. To the extent allowed by law, GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of actions or performance of GRANTEE OR GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this**

**contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from the OAG. This section is not intended to and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and granted by GRANTEE to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted an unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the grant funds through a project or activity performed under this contract is considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY ALLOWED IN THIS CONTRACT IN THAT GRANTEE UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR,** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

**11.8 No Grants to Certain Organizations.** GRANTEE confirms by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

**11.11 U.S. Department of Homeland Security's E-Verify System.** GRANTEE will ensure that it utilizes the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of any new employee hired after the effective date of this agreement who will be working on any matter covered by this agreement.

**11.12 Special Conditions.** Exhibit B is attached and incorporated herein, and applicable to this contract. If any Special Conditions are imposed by the OAG, those provisions will be reflected on the attached Exhibit B.

## **SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties related to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

**GALVESTON COUNTY**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Authorized Official

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
GALVESTON COUNTY**

**OAG Contract No. 1770817**

**EXHIBIT A**

**Population Size: Large**

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

<b>Event</b>	<b>Cost for Jail</b>	<b>Cost for Courts</b>	<b>Maximum Number of Months</b>	<b>Total Grant Funds SHALL NOT EXCEED</b>
<b>Standard Maintenance Phase</b>	\$23,765.16	\$0.00	12	\$23,765.16

**AS PROVIDED BY THIS CONTRACT, GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO ASSIGN ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.**

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
GALVESTON COUNTY**

**OAG Contract No. 1770817**

**EXHIBIT B**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

# AGENDA ITEM #2.



COUNTY OF GALVESTON  
**Professional Services Department**

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department  
CDBG Non-Housing  
Child Welfare  
Fleet  
Grants/FEMA

Budget  
Financial Assistance  
Guardianship Program  
Indigent Burials  
Indigent Health Care

**MEMORANDUM**

**To: Galveston County Commissioners' Court**  
**From: Betsy Thomas, Grants Manager**  
**Court Date: August 16, 2016**  
**RE: Parks and Cultural Services Department**  
**FY 2016 Solid Waste Implementation Grant Application Award**  
**Clear Creek Clean-up**

**BACKGROUND**

The Texas Commission on Environmental Quality oversees the Solid Waste Implementation Grant Program to assist jurisdictions with environmental progress. The grant program is overseen at the regional level by the Houston-Galveston Area Council.

Each time a load of material is deposited at a Texas landfill, a "tipping fee" is charged. Those funds go to the state, who then utilizes them for this grant program. Grant projects can include a variety of areas such as: source reduction, clean-up events and technical studies.

**SUMMARY**

Since 2000, Galveston County has worked with the Clear Creek Environmental Foundation to sponsor a clean-up event on Clear Creek. Since its beginning the event has collected 80 tons of Trash, 3,723 tires, and 150 appliances as well as planted over 5 miles of grass to reestablish habitat areas. Galveston County is happy to work with this organization of volunteers as we work to make Galveston County a better place to live and visit.

**FINANCIAL SUMMARY**

Required County Match	\$ 0.00
Grant Application Request	\$ 21,032.00
Total Grant Award	\$ 10,516.00

**RECOMMENDATIONS**

The Grants Manager asks the Court to consider acceptance of the FY 2017 Solid Waste Implementation Grant Program Grant Award and authorize the Judge's signature on the required documents.

**ATTACHEMENTS**

Required Documents for signature:

- Houston-Galveston Area Council FY17 Solid Waste Implementation Program Contract #17-16-02



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

### Grant Award/Agreement

<b>Court Date:</b> 8.16.2016		<b>Department:</b> Parks & Cultural Services				
<b>Grant Agency:</b> Texas Commission of Environmental Quality			<b>Funding Source:</b> Solid Waste Implementation Grant Program @ HGAC			
<b>Grant Start Date:</b> 9.1.2016	<b>Program Year:</b> FY 16 & 17	<b>Renewal Grant:</b>		Yes		
<b>Grant End Date:</b> 6.30.2017	<b>Program End Date:</b> 6.30.2017		<b>Contract #</b>	NA		
<b>Description:</b> Clear Creek Clean-Up						
<b>Grant Organization Keys:</b> 2960 Parks & Cultural Services 522060 Solid Waste Clean-Up Grant 4341019 SW Grant Supplies & Contract			<b>Grant Type:</b> Reimbursement			
<b>Expenditure Type</b>	<b>Grant (Other) Funded</b>	<b>County Funded</b>		<b>Total Budget</b>		
Salary & Benefit				\$ -		
Non-Labor	\$ 10,516.00			\$ 10,516.00		
Indirect/Admin Costs				\$ -		
Not Yet Determined				\$ -		
<b>Totals:</b>	\$ 10,516.00	\$ -		\$ 10,516.00		
	<b>FY12</b>	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>After FY15</b>	<b>Total</b>
<b>County Funding Requested:</b>						\$ -
<b>County Funding Budgeted:</b>						\$ -
<b>County Funding Source:</b>	<b>Fund:</b> NA - 100% Grant Funded - Pass Through Grant Project					
	<b>Division:</b>					

**Approved By:**  
**Department Director:**  
**Grants Manager:**  
**Director of Finance:**  
**Auditor:**

<b>Signature</b>	<b>Date</b>
	8/8/16
	8.8.2016
	8/9/16
	8/10/16

**HOUSTON-GALVESTON AREA COUNCIL  
FY17 SOLID WASTE IMPLEMENTATION  
PROGRAM CONTRACT**

**Contractor Project Manager**

Entity Galveston County  
 Street Address 4102 Main Street  
 City, State Zip La Marque, TX 77568  
 Contact: Jennifer Krupa  
 Telephone: 409-934-8126  
 Fax: 409-621-7986  
 Email: jennifer.krupa@co.galveston.tx.us

**Contractor Financial Contact**

Entity Galveston County  
 Street Address 722 Moody, 4th floor  
 Galveston, TX 77550  
 Contact: Susmita Ray  
 Telephone: 409-770-5305  
 Fax: N/A  
 Email: susmita.ray@co.galveston.tx.us

**H-GAC**

Community and Environmental Planning Department  
 Houston-Galveston Area Council  
 3555 Timmons Lane, Suite 120  
 Post Office Box 22777  
 Houston, Texas 77227-2777  
 tel. 713.627.3200  
 fax. 713.993.4503

Staff Contacts: Staff Contact	Becki Begley
Title	Program Specialist
Phone	713-993-2410
Email	becki.begley@h-gac.com

**TCEQ FY16 Solid Waste Implementation Grants**

Project Description: Clear Creek Clean-Up

Contract Number: 17-16-02  
 Contract Amount: \$10,516.00  
 Grant Period: September 1, 2016 to June 30, 2017

**HOUSTON-GALVESTON AREA COUNCIL  
FY16 SOLID WASTE IMPLEMENTATION PROGRAM CONTRACT**

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- A. Scope of Services
- B. Contract Budget
- C. Grant Application

**HOUSTON-GALVESTON AREA COUNCIL  
GENERAL PROVISIONS  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement is made and entered into this 1st day of September, 2016, by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Galveston County hereinafter referred to as the Contractor, having its principal place of business 4102 Main Street, La Marque, TX 77568.

**WITNESSETH:**

**WHEREAS**, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

**WHEREAS**, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

**NOW, THEREFORE**, H-GAC and the Contractor do hereby agree as follows:

**ARTICLE 1 LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

**ARTICLE 2 APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas and the state and federal statutes referenced therein.

**ARTICLE 3 INDEPENDENT CONTRACTOR**

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom. The

Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the contractor's ability to perform services under this Agreement.

#### **ARTICLE 4 WHOLE AGREEMENT**

The General Provisions, Special Provisions and Attachments, copy of H-GAC FY16/17 Solid Waste Grant Application, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

#### **ARTICLE 5 SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

#### **ARTICLE 6 PERFORMANCE PERIOD**

This Agreement shall be performed during the period which begins September 1, 2016 and ends June 30, 2017.

#### **ARTICLE 7 REPORTING REQUIREMENTS**

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor hereunder. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

#### **ARTICLE 8 PAYMENTS**

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation Schedule in the Special Provisions.

#### **ARTICLE 9 NON FUNDING CLAUSE**

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result

of interruption of payment or termination under this Article. If sufficient state or federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended.

#### **ARTICLE 10 INSURANCE**

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

#### **ARTICLE 11 REPAYMENTS**

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

#### **ARTICLE 12 SUBCONTRACTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

#### **ARTICLE 13 AUDIT**

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act Amendments of 1996 (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit, requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules within 30 days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the H-GAC. Such audit will be

conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

#### **ARTICLE 14 EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 12 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

#### **ARTICLE 15 RETENTION OF RECORDS**

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than three (3) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 13 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

## **ARTICLE 16 CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the contractor may terminate its participation herein as authorized by Article 17.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

## **ARTICLE 17 TERMINATION PROCEDURES**

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

### A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice, such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay for services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

### B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

#### **ARTICLE 18 SEVERABILITY**

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### **ARTICLE 19 COPYRIGHTS**

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and
- (b) Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

#### **ARTICLE 20 OWNERSHIP OF MATERIALS**

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof, at the time of payment under ARTICLE 8 for work performed. All such data and material shall be furnished to H-GAC on request.

## **ARTICLE 21 FORCE MAJEURE**

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the H-GAC.

## **ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Contractor agrees to comply with all state and federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

## **ARTICLE 23 CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

## **ARTICLE 24 POLITICAL ACTIVITY; LOBBYING**

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance

exceeding \$100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

#### **ARTICLE 25 SECTARIAN INVOLVEMENT PROHIBITED**

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

#### **ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence.

Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

#### **ARTICLE 27 TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

#### **ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE**

The Contractor shall give credit to H-GAC and the Texas Commission on Environmental Quality (TCEQ) as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities which arise from this Agreement.

#### **ARTICLE 29 DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may,

if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

**ARTICLE 30 GOVERNING LAW; VENUE**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other City.

**ARTICLE 31 ORDER OF PRIORITY**

In the case of any conflict between the General Provisions, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provisions, General Provisions, and Attachments.

H-GAC and the Contractor have executed the Agreement as of the date first written above.

\_\_\_\_\_  
Jack Steele, Executive Director  
Houston-Galveston Area Council

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST/SEAL: OPTIONAL

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Date

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Date

ADDITIONAL SIGNATURES: OPTIONAL

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Date

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Date

**HOUSTON-GALVESTON AREA COUNCIL  
FY16 SOLID WASTE IMPLEMENTATION PROGRAM  
SPECIAL CONTRACT PROVISIONS**

ARTICLE 1 PERIOD OF PERFORMANCE

The period of performance of this Agreement begins on September 1, 2016 and ends on June 30, 2017.

ARTICLE 2 CONTRACT DOCUMENTS

1. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be completed or constructed in accordance with the total Agreement. Any work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical industry or trade meaning are used to describe work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.
2. The Contract Documents which comprise the entire Agreement between H-GAC and CONTRACTOR concerning the work, listed in the order of preference in the event of a conflict, consist of the following: the Special Provisions, the General Provisions, and Attachments A – C (Scope of Services, Budget and Application).
3. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: all Written Amendments and other documents amending, modifying or supplementing the Agreement pursuant to the General or Special Provisions. These documents will be attached to the Agreement following execution thereof.

ARTICLE 3 SCOPE OF SERVICES

All parties agree that the CONTRACTOR, in consideration of the compensation hereinafter described, shall provide the services with H-GAC approval and/or supervision as specifically described in Scope of Services, Attachment A, which is attached hereto and incorporated herein for all purposes.

The CONTRACTOR agrees to implement the Project according to the agreed upon budget shown in Contract Budget, Attachment B.

#### ARTICLE 4 LEGAL AUTHORITY

The CONTRACTOR warrants and assures H-GAC that it has adequate legal authority to enter into this Agreement. The CONTRACTOR's governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the CONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The activities funded under this Agreement shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards included, but may not be limited to the following:

1. §361.014 of the TEX. HEALTH & SAFETY CODE ANN.;
2. Title 30 Texas Administrative Code (30 TAC) Chapter 330, Section 330.649, TCEQ Rules and 30 TAC Chapter 14, TCEQ Rules;
3. The Uniform Grant and Contract Management Act, TEX GOV'T CODE ANN., §§783.001 et. Seq., and
4. The Interlocal Contract between the Texas Commission on Environmental Quality (TCEQ) and H-GAC.

This Agreement is entered into by and between the CONTRACTOR and H-GAC. Neither Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement.

#### ARTICLE 5 H-GAC OBLIGATIONS

##### A. Measure of Liability

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to CONTRACTOR in an amount equal to the actual costs incurred by CONTRACTOR in rendering such performance, subject to the following limitations:

1. H-GAC is not liable for expenditures made in violation of "Supplemental Funding Standards", Article 9 which outlines prohibited activities as defined by the TCEQ and the Uniform Grant and Contract Management Standards Act.
2. H-GAC is not liable for any costs incurred by CONTRACTOR in the performance of this Agreement which have not been billed to H-GAC within thirty (30) days following termination of this Agreement.
3. H-GAC is not liable to CONTRACTOR for costs incurred or performance rendered by CONTRACTOR before commencement of this Agreement or after termination of this Agreement.

4. Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87 as incorporated into UGMS.
5. Notwithstanding any other provisions of this Agreement, it is understood and agreed by the parties hereto that H-GAC's obligation under this Agreement are contingent upon actual receipt of funds from the Texas Commission on Environmental Quality to meet H-GAC liabilities hereunder. If sufficient state or federal funds are not allocated or otherwise available from H-GAC Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended.

B. Method and Schedule of Payment

1. Financial reporting. Except when submitting the Final Financial Report (see Section C), CONTRACTOR must submit to H-GAC a report detailing allowable expenditures incurred during the previous month no later than the **tenth** day following the end of each month of the period of performance for this Agreement. Allowable expenditures are set forth in Attachment B of this Agreement and are made on a reimbursement basis only. This report must be submitted on H-GAC Financial Report Form together with such reporting documentation as H-GAC may require. *(A monthly financial report is due each month even if there are no expenses to report.)*
2. Payments. Upon review and approval of each such H-GAC Financial Report Form, H-GAC will make payment to CONTRACTOR against H-GAC liabilities to be accrued hereunder.
3. If sufficient state or federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended. By the end of the first four months of the contract year (December 31, 2016), CONTRACTOR must have expended at least 25.0% of total funds available in the Agreement. If CONTRACTOR does not meet that expenditure level target, H-GAC may, at its discretion, de-obligate funds, with the maximum amount of the de-obligation being the difference between what the expenditures would have been at a 50.0% expenditure rate and the actual expenditure level. By the end of the sixth month of the contract year (February 28, 2017), CONTRACTOR must have expended at least 40.0% of the total funds available in the Agreement. If CONTRACTOR does not meet that expenditure level target, H-GAC may at its discretion de-obligate funds, with the maximum amount of the de-obligation being the difference between what the expenditures would have been at a 67.0% expenditure rate and the actual expenditure level. If sufficient state or federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended.
4. If CONTRACTOR fails to expend funds in accordance with Section 3 above, H-GAC may, through unilateral action, de-obligate funds from the Agreement, in an amount that

would bring CONTRACTOR'S expenditures into line with the expenditure goals in Section 3. In addition to de-obligation of funds, H-GAC may at its discretion impose performance improvement plans upon CONTRACTOR.

C. CONTRACTOR Final Financial Report

No later than **thirty (30) days** following the termination of this Agreement, the CONTRACTOR must submit to H-GAC a Financial Report Form marked "Final". The final Financial Report shall notify H-GAC that no further reimbursement requests will be made against this Agreement post the final Financial Report.

ARTICLE 6 GRANT PROGRESS REPORTING REQUIREMENTS

- A. The CONTRACTOR shall prepare and submit to H-GAC, *written grant progress reports* concerning performance under this Agreement documenting accomplishments, units of work and program results performed/accomplished under Attachment A of this agreement. Grant progress reports are due on the following **December 10, 2016 (September - November), March 10, 2017 (December - February), June 10, 2017 (March – May), and July 10, 2017 (June)**.
- B. The July 2017 report will serve as the End of Grant Term final report. End of Grant Term final grant progress report shall be provided to H-GAC at the end of the Contract period of performance. The End of Grant Term final grant progress report shall certify that the satisfactory completion of all activities and deliverables required under this Agreement. In addition, the CONTRACTOR shall submit a Follow Up Report due to H-GAC on or near September 1, 2018. Payments (reimbursements) required under this Agreement may be withheld by H-GAC until such time as any past due grant progress reports, not including Follow Up Report, are received.
- C. The CONTRACTOR's *grant progress reports* required under Part A of this Article contain descriptions of activities and results for H-GAC to ensure that the provisions of this Agreement are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly grant progress reports in order to assure H-GAC that the activities are not prohibited under Article 10 of this Agreement (relating to Supplemental Funding Standards). The CONTRACTOR shall comply with any reasonable request by H-GAC for additional information on activities conducted in order for H-GAC to adequately monitor the CONTRACTOR progress in completing the requirements of and adhering to the provisions of this Agreement.
- D. The CONTRACTOR agrees to document the results of the grant-funded project and to provide those results to H-GAC for use in evaluating program effectiveness and for providing regional results information to the TCEQ.
- E. The CONTRACTOR's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

## ARTICLE 7 FINANCIAL ADMINISTRATION OF PASS-THROUGH GRANTS

In administering a financial management system, the CONTRACTOR shall adhere to the specific standards and requirements set forth in this Section and in the UGMS, except that the requirements and processes may be more stringent than what is set forth in this Section.

- A. This Agreement accounts for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Agreement, a cost must have been incurred and either paid by the CONTRACTOR prior to claiming reimbursement from H-GAC or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than thirty-one (31) days after the end of that time period.
- B. Payments by H-GAC to CONTRACTOR shall be solely for reimbursement of actual allowable costs utilizing the same standards and requirements for cost reimbursement payments from the TCEQ to H-GAC. H-GAC shall reimburse the actual incurred costs of CONTRACTOR with no payments in advance.
- C. The CONTRACTOR shall utilize a standard reimbursement form supplied to the CONTRACTOR by H-GAC. The CONTRACTOR shall submit expense documentation records as deemed necessary by H-GAC, in accordance with H-GAC's financial monitoring plan and program, to ensure that the outlays by the CONTRACTOR are authorized and appropriate.
- D. H-GAC shall not reimburse or otherwise make payment to the CONTRACTOR for an expenditure that is not authorized under this Agreement. If it is determined, by either the CONTRACTOR, H-GAC, or the TCEQ that an expenditure that was reimbursed is not an authorized expense, H-GAC shall request return and reimbursement of those funds from the CONTRACTOR or, where appropriate, the application of those funds to other authorized expenses, and shall not provide any additional reimbursement to the CONTRACTOR until the funds are returned or are applied to other authorized expenses.
- E. In general, expenditure documentation to be submitted to H-GAC along with the H-GAC Financial Report Form should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

Documents that should be submitted to H-GAC, as appropriate for the expenses, include by category, the records listed below.

1. Salary/Wages. The CONTRACTOR shall either summarize the salary charges by listing them on the H-GAC Financial Form or submit signed and approved time sheets for each salary charge.

2. Travel. Travel expenses must be consistent with the CONTRACTOR's locally adopted travel policies. The expenses must be supported and documented receipts for all expenses such as meals, public transportation, hotel accommodations, and airline receipts. If the CONTRACTOR does not have an approved travel policy in place, the CONTRACTOR shall use the UGMS travel policy.
  3. Equipment. Documentation should support conformance with required procurement policies and procedures. Expenditures should be supported by purchase orders (if issued), invoices, and copies of cancelled checks. An H-GAC controlled asset (formerly known as equipment inventory) form must be completed for each equipment purchase and submitted with other supporting documentation.
  4. Supplies. Supply expenses should be supported by purchase orders (if issued), invoices, and copies of cancelled checks.
  5. Construction. Documentation should support conformance with required procurement policies and procedures. Expenditures should be supported by purchase orders (if issued), invoices, and copies of cancelled checks. An executed contract or other agreement is also needed for initial payment. Documentation should demonstrate that costs were reasonable and necessary.
  6. Contractual. Contractual costs should be supported by all the documentation described above, e.g. labor charges by time and attendance or similar records, travel charges supported by receipts. Copies of cancelled checks for contractual payments must be submitted. An executed contract or other agreement is also needed for initial payment. Documentation should demonstrate that costs were reasonable and necessary.
  7. Other. Other expenses should be supported by purchase orders (if issued), invoices, and copies of cancelled checks.
  8. Indirect. The CONTRACTOR shall comply with OMB Circular A-87 as set forth in UGMS relating to Indirect Cost Rates. In accordance with the UGMS, indirect charges are authorized if the CONTRACTOR has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the CONTRACTOR may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the CONTRACTOR has an approved cost allocation plan, the CONTRACTOR must submit documentation of the approved indirect rate to H-GAC prior to the initial request for reimbursement.
- F. If requested by H-GAC, the CONTRACTOR agrees to provide to H-GAC, copies of the appropriate cancelled checks and the additional expense records and documentation materials, as listed in Section (E) of this Article and appropriate for the expense, for the time

period requested by H-GAC, except that the CONTRACTOR will not be asked to submit records that have already been provided to H-GAC with a Financial Report Form. H-GAC will provide reasonable time for the CONTRACTOR to comply with a request for additional records. If H-GAC requests to review additional records to be provided by the CONTRACTOR under H-GAC's financial monitoring program, H-GAC will review those records and provide the CONTRACTOR a written summary of the findings of that review. H-GAC will also allow the CONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

- G. The CONTRACTOR shall notify and obtain written approval by H-GAC of the specific details of an expense or purchase set forth in this Section, if those expenses were not already authorized under this Agreement.
1. Changes in personnel whose salaries will be funded under this Agreement.
  2. Out-of state travel to training events and conferences.
  3. Equipment, construction, or contractual expenses.
  4. Other category expenses not specifically authorized in this Agreement.

#### ARTICLE 8 STANDARDS FOR CONTRACTOR'S PERFORMANCE

1. In accordance with TCEQ guidance, H-GAC is required to monitor the CONTRACTOR's performance under this Agreement. Therefore, CONTRACTOR agrees that the following are appropriate standards for CONTRACTOR's performance during the Agreement as set forth in this Section.
  - a. Timeliness of Work. Standard: Work is provided on schedule.
  - b. Quality of Work. Standard: CONTRACTOR's Work conforms to the requirements of the contract and is technically accurate.
  - c. Subcontract Activities. Standard: CONTRACTOR's subcontract and subgrant activities comply with all H-GAC Agreement requirements regarding subcontracts especially competitive procurement methods for goods and services, use of required subcontract provisions, and monitoring performance of subcontractors and SUBPERFORMING PARTYS.
  - d. Administrative and Financial Operations. Standards: CONTRACTOR's administrative and financial operations comply with all obligations in law and in the contract especially record-keeping, reimbursement requests, audits, allowable costs, and restricted expenditures.
2. Performance Measures. H-GAC will monitor CONTRACTOR's performance and evaluate the level of compliance with the standards utilizing the following performance measures:

- Satisfactory: CONTRACTOR generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.
  - Unsatisfactory: Significant deficiencies have occurred, or CONTRACTOR frequently or substantially failed to comply with the standard.
3. Schedule of Remedies Available to H-GAC. The following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.
- a. Reject substandard performance and request corrections without charge to H-GAC.
  - b. Issue notice of substandard performance or other non-conforming act or omission.
  - c. Request and receive return of any over payments or inappropriate payments.
  - d. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
  - e. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
  - f. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
  - g. Terminate the contract, demand and receive: return of all equipment purchased with contract funds, return of all unexpended funds, and repayment of expended funds.

If H-GAC evaluation finds CONTRACTOR's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.

4. Cumulative Remedies. H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the CONTRACTOR's substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to H-GAC under law.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the Schedule of Remedies, obligations imposed upon CONTRACTOR by these General Conditions, and all other rights and remedies available to H-GAC thereunder, are in addition to, and are not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by Laws or Regulations, by special

warranty or guarantee or by other provisions of the Agreement, and the provisions of this paragraph will be as effective as if repeated specifically in the Agreement in connection with each particular duty, obligation, right and remedy to which they apply.

## ARTICLE 9 STANDARDS APPLICABLE TO PASS-THROUGH GRANT PROJECTS

The standards and requirements set forth in this Article shall apply to all pass-through grant projects selected for funding under this Agreement. The CONTRACTOR shall be responsible for ensuring that the pass-through grant projects and activities under this Agreement comply with these standards.

### A. Eligible Pass-through Grant Recipients.

Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from H-GAC as a pass-through grant:

- Cities;
- Counties;
- Public school districts (does not include Universities or post secondary educational institutions); and
- Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

### B. Pass-through Grant Project Categories.

The category specific funding limitations outlined for each category shall apply to all uses of funds under pass-through grant projects conducted for that category.

1. Local Enforcement. This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations.

2. Litter and Illegal Dumping Cleanup and Community Collection Events: Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful Lake and River Cleanup program. Eligible expenses include waste removal, disposal or recycling of removed materials, fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

Periodic community collection events to provide for collection of residential waste materials for which there is not a readily available collection alternative, may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system. Funds may not be used for the disposal of collected wastes.

3. Source Reduction and Recycling. This category may include projects that are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source. This category does not include the collection, processing, and/or recycling of scrap tires. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.
4. Local Solid Waste Management Plans. This category includes projects to develop and/or amend local solid waste management plans by local governments, in accordance with Subchapter D, Chapter 363, Texas Health & Safety Code, as implemented by state rule, Subchapter O, 30 TAC Chapter 330.
5. Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct and equip MSW collection facilities in areas of the state that are underserved by collection services or lack public access to proper disposal facilities. Projects funded under this category include citizens' collection stations, as these facilities are defined under the TCEQ's MSW regulations (30 TAC Chapter 330); and construction of small municipal solid waste and liquid waste transfer

stations that qualify for registration under §330.9(b)(1) through §330.11(e)(4) of the regulations. Funds may not be used for the disposal of collected wastes. Projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place.

6. Household Hazardous Waste Management. This category includes projects that provide a means for the collection, recycling, reuse, and/or proper disposal of household hazardous waste, including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, household electronics, and other materials. This category does not include programs and facilities for collecting, recycling, or disposing of scrap tires, except as may be an ancillary part of the overall program or facility. Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs.
7. Technical Studies. This category includes projects for the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions to assist in making solid waste management decisions at the local or regional level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed municipal solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.
8. Educational and Training Projects. Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for “stand-alone” educational projects dealing with a variety of solid waste management topics.
9. Other Types of Projects. Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions set forth in Article 10, may be funded on a case-by-case basis. The project or project category must be included in H-GAC’s amended regional solid waste management plan.

#### ARTICLE 10 SUPPLEMENTAL FUNDING STANDARDS

Unless authorization is specifically provided in accordance with the special provisions of this Agreement or in accordance with Attachment B of this Agreement, the CONTRACTOR shall ensure that funds provided under this Agreement are not used for the following activities, programs, or projects:

- The provision of the UGMS issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration guidance established by TCEQ to be applied under all contracts, *TCEQ Allowable Expenditures Guidelines*.
- Recipients of funds under this Agreement, including subcontractors, shall comply will all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
- Funds may not be provided through a subcontract to any public or private entity that is barred from participating in state contract by the Texas Building and Procurement Commission, under the provisions of §2155.077, Government Code.
- Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears, as determined by TCEQ, may not receive funds under this Agreement through a subcontract.
- In accordance with §361.014(b), Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry included non-profit and not-for-profit non-governmental entities.
- All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purpose intended in the funding agreement.
- A project or service funded under this Agreement must be consistent with the H-GAC approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
- Funds may not be used to acquire land or an interest in land.
- Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.
- Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food cost incurred while on travel status.
- Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

- Funds may not be used for employment or otherwise contracts for services of a lobbyist or for dues to an organization which employs or otherwise contracts for the services of a lobbyist.
- Funds may only be used for projects or programs for managing municipal solid waste. Funds may not be used for programs dealing with wastes that are not considered municipal solid waste, including programs dealing with industrial or hazardous waste.
- Except as may be specifically authorized in this Article or elsewhere in this Agreement, funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or H-GAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.
- Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding must have received the registration before the project funding is awarded.
- Except as may be specifically authorized in this Article or elsewhere in this Agreement, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure or post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category.
- Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local agreement or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
- Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a

supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

#### Local Enforcement

- As provided by the General Appropriations Act (80th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Texas Commission on Law Enforcement certifies that the requesting agency is in the process of achieving compliance with such rules.
- When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
- Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
- Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

#### Litter and Illegal Dumping Cleanup and Community Collection Events

- Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.
- Projects funded to clean up the litter or illegal dumping on private property must be conducted through a local government sponsor or H-GAC. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or H-GAC must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.
- The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.
- The costs of cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.
- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this program.
- All materials cleaned up using funds provided under this Agreement must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that the materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, H-GAC will consider withholding at least ten (10%) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.
- Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

#### Source Reduction and Recycling

- Any program or project funded under this Agreement with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

#### Local Solid Waste Management Plans

- All local solid waste management plans funded under this Agreement must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with Subchapter O of the TCEQ's Municipal Solid Waste regulations (30 TAC Subchapter O, Chapter 330) and the Content and Format Guidelines provided by the TCEQ. At least one year should be allowed for the completion and adoption of the local plan.

#### Citizens' Collection Stations and "Small" Registered Transfer Stations

- The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.
- The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.9(b) or a notification under §330.11(e), TCEQ Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a City with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. A Citizens' Collection Station funded and constructed under the solid waste grants program which does not charge customers for services rendered qualifies to pursue implementation project funding under this agreement to cover periodic maintenance costs associated with the free services provided.

#### Household Hazardous Waste Management

- All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.
- First-time applicants may request funds for disposal costs. Second and subsequent year requests will be considered at the discretion of the Solid Waste Management Committee (SWMC).

#### Technical Studies

- All technical studies funded under this program must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with guidelines provided by the TCEQ.

### Educational and Training Projects

- Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

### ARTICLE 11 TITLE TO AND MANAGEMENT OF REAL PROPERTY AND EQUIPMENT

Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as “property”) acquired under this Agreement will vest, upon acquisition or construction, throughout the term of this Agreement, in the name of the CONTRACTOR.

1. Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement or a pass-through grant contract shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.
2. The CONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the CONTRACTOR under this Agreement.
3. The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to H-GAC/TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.
4. The CONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the CONTRACTOR is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the CONTRACTOR must meet the requirements set forth in this Section.
  - Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

- A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the CONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The CONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.
  - Certain types of equipment are classified as “controlled assets” and are subject to annual revision. In accordance with the UGMS, the CONTRACTOR should contact the Texas Comptroller of Public Accounts’ property accounting staff or review the Comptroller’s State Property Accounting User’s Guide available on the Internet, for the most current listing. Firearms shall be maintained on the CONTRACTOR’s inventory system irrespective of cost, and the following equipment with costs between \$500 and \$4,999.99 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) video recorders (VCRs), laserdisc players, camcorders, and VCR/TV combinations , (5) desktop CPUs, printers, data projectors, portable CPU laptops; and (6) cellular and portable telephones. All single unit acquisitions greater than \$5,000.00 shall be maintained on the inventory system.
5. The CONTRACTOR, respectively, may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.
  6. The CONTRACTOR agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, H-GAC/TCEQ has the right to require disposition of the property by the CONTRACTOR in accordance with the provisions of this Article.
  7. When, during the useful life of property acquired with grant funds under this Agreement by the CONTRACTOR and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, the CONTRACTOR agrees to request disposition instructions from H-GAC/TCEQ. The CONTRACTOR shall request authorization from H-GAC/TCEQ to provide disposition instructions to the pass-through grant recipient. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the

TEXAS HEALTH & SAFETY CODE ANN. In cases where the CONTRACTOR fails to take appropriate disposition actions, H-GAC/TCEQ may direct the CONTRACTOR to take disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.

- Retain title, sell, or otherwise disposed of with no obligation to compensate H-GAC/TCEQ.
  - Retain title after compensating H-GAC/TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.
  - Sell the property and compensate H-GAC/TCEQ. The amount due will be calculated by applying H-GAC/TCEQ's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When the CONTRACTOR is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.
  - Transfer title to H-GAC/TCEQ, or to a third-party designated/approved by H-GAC/TCEQ. If the CONTRACTOR participated financially in the original purchase of the property, the CONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.
8. Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the CONTRACTOR with no further obligation to H-GAC/TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to H-GAC/TCEQ upon request.
9. Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C, .31. Subject to the obligations and conditions set forth in this Agreement, title to real property acquired under this Agreement by the CONTRACTOR will vest upon acquisition or construction in the CONTRACTOR respectively.

## ARTICLE 12 INSURANCE

H-GAC understands that CONTRACTOR is governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Texas Civil Practice and Remedies Code Ann., as amended, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage

that can be required of CONTRACTOR. H-GAC further understands that CONTRACTOR in effect has either adequate coverage to meet claims under the Act or is self-insured for all claims falling within the Texas Tort Claims Act. H-GAC further understands that CONTRACTOR is self-insured for workers' compensation insurance as provided by Chapter 504, Texas Labor Code Ann., as amended.

#### ARTICLE 13 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

The CONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

#### ARTICLE 14 ENERGY EFFICIENCY STANDARDS

The CONTRACTOR shall follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan.

#### ARTICLE 15 LAWS AND REGULATIONS

The CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, H-GAC shall not be responsible for monitoring Agreement's compliance with any Laws or Regulations.

If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

#### ARTICLE 16 UNIFORM GRANT AND CONTRACT MANAGEMENT ACT

The provisions of Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE, Chapter 783 applies to this Agreement, all amendments thereto, and all subcontracts and sub-agreements. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this Agreement.

#### ARTICLE 17 DATA AND PUBLICITY

All data and other information developed under this Agreement shall be furnished to H-GAC and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, TEX. GOV'T CODE Chapter 552 ("Act"). Upon termination of this Agreement, all copies of data and information shall be furnished, at no charge to H-GAC and TCEQ, upon request, to include databases prepared using funds provided under this Agreement, and become the property of H-GAC and TCEQ. Except as otherwise provided by the Agreement or the Act, the CONTRACTOR shall not provide data generated or otherwise obtained in the performance of its responsibilities under this Agreement to any party other than the State of Texas and its authorized agents.

## ARTICLE 18 ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The CONTRACTOR shall acknowledge the financial support of H-GAC and the TCEQ and the State of Texas whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the CONTRACTOR, shall carry the following notation on the front cover or title page.

*PREPARED IN COOPERATION WITH THE HOUSTON-GALVESTON AREA COUNCIL AND TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.*

*The preparation of this report was financed through grants from the State of Texas through the Texas Commission on Environmental Quality and the Houston-Galveston Area Council.*

## ARTICLE 19 DESIGN REVIEW

The CONTRACTOR shall comply with and incorporate into the applicable design and related data all H-GAC review comments and subsequent design instructions. Compliance will be assumed, unless H-GAC is advised in writing over the signature of the CONTRACTOR to the contrary, giving detailed and complete justification for such proposed exception.

## ARTICLE 20 PERMITS AND APPROVALS

The CONTRACTOR shall obtain applicable drawing and specification approvals and permits from government authorities and governing bodies as may be required for the design of the Project. All changes that may be required, to the drawings, specifications, or both of these that are necessary to obtain these approvals, are within the scope of services of the Agreement.

Unless otherwise provided in the Agreement, the CONTRACTOR shall obtain and pay for all construction permits and licenses. The CONTRACTOR shall pay all charges of utility owners for connections to the work, and the CONTRACTOR shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

## ARTICLE 21 REQUIREMENT OF REGISTRATION OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular profession field involved in the State of Texas.

## ARTICLE 22 MUNICIPAL SOLID WASTE DISPOSAL AND TRANSPORTATION REVENUE FEE

It is the understanding of the parties that the source of the funds provided by H-GAC and TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to

demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF.

#### ARTICLE 23 SAFETY AND PROTECTION

Where applicable, the CONTRACTOR shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary safety precautions.

#### ARTICLE 24 HAZARDOUS SUBSTANCES, WASTE DISPOSAL AND MANIFESTS

The CONTRACTOR, subcontractors and sub-grantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

#### ARTICLE 25 INTELLECTUAL PROPERTY REQUIREMENTS

Intellectual Property requirements as set forth in this Section.

1. Royalties and Patent Fees. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use or possession in the performance of the work or the incorporation in the work of any Intellectual Property.
2. Disclosure of Intellectual Property Produced during the work. CONTRACTOR shall promptly notify H-GAC of all Intellectual Property which CONTRACTOR or CONTRACTOR's employees, subcontractors, or subcontractor's employees may *produce*, either solely or jointly with others, during the course of the work. In addition, CONTRACTOR shall promptly notify H-GAC of all Intellectual Property to which CONTRACTOR may acquire rights in connection with the performance of the work. Any notification under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publication, sale, public use, or impending publication. Promptly upon request, CONTRACTOR shall supply such additional information as H-GAC may request.
3. Grant of License. With respect to such Intellectual Property as is (i) incorporated in the work (other than Intellectual Property for which H-GAC/TCEQ already possesses equal or greater Intellectual Property Rights by virtue of this Agreement or otherwise), (ii) *produced* by CONTRACTOR or CONTRACTOR's employees, subcontractors, or subcontractor's employees during the course of performing the work, or (iii) specifically identified in the Supplemental Conditions as Intellectual Property to which Intellectual Property Rights are granted pursuant to this paragraph, CONTRACTOR hereby grants to H-GAC and TCEQ (i) a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, or otherwise use such Intellectual Property and associated use

documentation, and (ii) a nonexclusive, perpetual, irrevocable, enterprise-wide license to authorize others to reproduce, publish, or otherwise use such Intellectual Property for H-GAC and TCEQ's purposes.

4. Modification; Derivative Works. H-GAC and/or TCEQ shall have the right, in its own discretion, to independently modify any Intellectual Property to which license is granted herein for H-GAC and/or TCEQ's own purposes and use, through the services of its own employees or independent contractors. H-GAC and/or TCEQ shall own all Intellectual Property Rights to such modifications. CONTRACTOR shall not incorporate any such modifications into its Intellectual Property for distribution to third parties unless it first obtains a license from H-GAC and/or TCEQ.
5. CONTRACTOR shall comply with all Laws and Regulations relating to Intellectual Property. CONTRACTOR represents and warrants to H-GAC that CONTRACTOR will not infringe any Intellectual Property Right of any third party. CONTRACTOR further represents and warrants to H-GAC that in the course of performing the work it will not use or possess any Intellectual Property owned by a third party without paying any required royalty or patent fees. CONTRACTOR warrants that it has full title in and ownership of the Intellectual Property and any enhancements, updates or other modifications, or that it has full power and authority to grant all licenses granted herein, and that such license use by H-GAC will in no way constitute an infringement or other violation of any Intellectual Property right of any third party. The CONTRACTOR warrants that it shall have, throughout any applicable license term hereunder, free and clear title to, or the right to possess, use sell, transfer, assign, license, or sublicense, products that are licensed or provided hereunder to H-GAC by CONTRACTOR. Except as permitted in the Agreement, CONTRACTOR shall not create or permit the creation of any lien, encumbrance, or security interest in the work or any part thereof, or any product licensed or provided hereunder to H-GAC for which title has not yet passed to H-GAC, without the prior written consent of H-GAC. CONTRACTOR represents and warrants to H-GAC that neither it nor any other company or individual performing the work is under any obligation to assign or give to any third party any Intellectual Property rights granted or assigned to H-GAC, or reserved by H-GAC, pursuant to the Agreement.
6. CONTRACTOR expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements under section 2157.003 of the Government Code, relating to accessibility by persons with visual impairments. Accordingly, the CONTRACTOR represents and warrants to H-GAC that the technology provided to H-GAC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means

a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

7. The CONTRACTOR shall include provisions adequate to effectuate the purposes of this paragraph in all subcontracts and sub-grants under this Agreement in the course of which Intellectual Property may be produced or acquired.

#### ARTICLE 26 ACCOUNTING SYSTEMS

The CONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The CONTRACTOR must account for costs in a manner consistent with such standards or principles.

#### ARTICLE 27 SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

#### ARTICLE 28 CONTRACTUAL COSTS

CONTRACTOR's contractual costs must comply with allowable cost requirements. CONTRACTORS which are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If CONTRACTOR has no competitive procurement policy or is a private entity, CONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the CONTRACTOR under this Agreement shall be in accordance with Subpart C, Sec. \_\_.37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the *Uniform Grant Management Standards* adopted by the Governor's Office of Budget and Planning.

#### ARTICLE 29 AUTHORIZED REPRESENTATIVES

- A. H-GAC hereby designates the person in Exhibit 1, Project Representative, as the individual authorized to give direction to the CONTRACTOR for the purposes of this Agreement. The H-GAC Project Representative shall not be deemed to have authority to bind H-GAC in Agreement unless the EXECUTIVE DIRECTOR of H-GAC has delegated such authority.

- B. Immediately upon receiving the Purchase Order or Notice of Award, the CONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from H-GAC, to manage the work being performed, and to act on behalf of the CONTRACTOR. The CONTRACTOR Project Representative shall be deemed to have authority to bind the CONTRACTOR in Agreement unless the CONTRACTOR, in writing, specifically limits or denies such authority to the CONTRACTOR Project Representative.
- C. Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.
- D. The CONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with H-GAC.

Exhibit 1

H-GAC hereby designates the individuals named below as the person authorized to receive direction from the TCEQ, to manage the work being performed, and to act on behalf of H-GAC as a Project Representative:

Primary: Becki Begley  
Program Specialist  
Houston-Galveston Area Council  
P.O. Box 22777  
Houston, Texas 77227-2777  
TEL - 713-993-2410 FAX 713- 993-4503  
Email address: becki.begley@h-gac.com

**ATTACHMENT A**  
**Galveston County**

**Project Description:** Galveston County will conduct a clean-up of Clear Creek and Dickinson Bayou over the course of six weekends in January and February 2017.

**Task I: Participate in Mandatory Grants Administration Workshop**

**Activity and/or Deliverable** – A Mandatory Grants Administration Workshop will be hosted by H-GAC in August 2016 for FY17 Solid Waste Implementation Grant program and financial staff. Both program and financial representatives are required to participate.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 1 week.

**Task II: Contract with Marine, Inc. and with Boat Personnel**

**Activity and/or Deliverable** – Negotiate with Marine, Inc. for barge rentals. Also contract with boat Captain and crew to operate the boats and barges. Make sure to follow all County procurement procedures. Submit a copy of final contracts to H-GAC for its files.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 2 months.

**Task III: Select Dates for Cleanup Events and Submit to H-GAC**

**Activity and/or Deliverable** – County will select dates for cleanup events. County will add cleanup event dates to www.Earth911.com calendar of events. County staff will contact newspapers, radio stations, and television stations to include events in their calendars of events. County will forward cleanup event dates to H-GAC.

**Schedule of Activity and/or Deliverable (in weeks or months)** - 2 months prior to event

**Task IV: Publicize Event**

**Activity and/or Deliverable** – County will promote the cleanups by renting billboards. Make sure to follow all County procurement procedures.

**Schedule of Activity and/or Deliverable (in weeks or months)** – 2-4 months

**Task V: Prepare for Cleanup Event**

**Activity and/or Deliverable** – County will handle all preparations for cleanup event. County staff will purchase supplies (gloves, boots, and plastic bags) and rent dumpsters. Logistics of cleanup will be forwarded on to H-GAC.

**Schedule of Activity and/or Deliverable (in weeks or months)** - 1-½ months to 2 weeks prior to event.

**Task VI: Hold Cleanup Events over Six Weekends**

**Activity and/or Deliverable** – County will conduct the cleanup of Clear Creek and Dickinson Bayou over the course of six weekends. County will be responsible for registering the volunteers and setting up the rest area.

**Schedule of Activity and/or Deliverable (in weeks or months)** – Six weekends in January and February 2017.

**Task VII: Progress Reporting**

**Activity and/or Deliverable** – Progress Reports will be submitted to H-GAC. H-GAC will provide the appropriate reporting forms. Forms must be submitted even if there is no activity to report. One year follow-up report will be submitted at a later date to be determined.

- Due dates for Progress Reports

**December 10, 2016 (September – November)**

**March 10, 2017 (December – February)**

**June 10, 2017 (March – May)**

**July 10, 2017 (June)**

**Follow Up Report – September 2018**

**Schedule of Activity and/or Deliverable (in weeks or months)** – As scheduled above. If the 10<sup>th</sup> day of the month falls on a weekend or holiday the report is due the following business day.

**Task VIII: Financial Reporting**

**Activity and/or Deliverable** - Financial reporting with appropriate documentation will be submitted monthly to H-GAC for reimbursement. H-GAC will provide the appropriate financial forms. Forms must be submitted even if no reimbursement is requested.

**Schedule of Activity and/or Deliverable (in weeks or months)** – On the 10<sup>th</sup> of each month. Final reimbursement request is due 31 days after grant termination. If the 10<sup>th</sup> day of the month falls on a weekend or holiday the report is due the following business day.

**Task IX: Additional Reporting**

**Activity and/or Deliverable** – The County will respond to surveys and/or other requests from H-GAC or TCEQ for information on municipal solid waste management activities.

**Schedule of Activity and/or Deliverable (in weeks or months)** – As requested.

**ATTACHMENT B  
Contract Budget  
Galveston County**

<b>GRANT BUDGET SUMMARY</b>	
<b>Budget Categories</b>	<b>H-GAC Solid Waste Grant Funding</b>
1. Personnel (Salary)	\$0.00
2. Fringe Benefits	\$0.00
3. Travel	\$0.00
4. Supplies (unit cost of less than \$1,000)	\$2,600.00
5. Equipment (unit cost of \$1000 or more)	\$0.00
6. Construction	\$0.00
7. Contractual (other than for construction)	\$7,916.00
8. Other	\$0.00
9. Indirect charges	\$0.00
<b>TOTAL</b>	<b>\$10,516.00</b>

10. Fringe Benefit Rate:	0%
11. Indirect Cost Rate:	0.000%

<b>1. Personnel (Salary)</b>					
<b>Position</b>	<b>Function</b>	<b>Status (FT/PT) perm/temp</b>	<b>Monthly Salary</b>	<b>Time (%FTE)</b>	<b>Salary Funded</b>
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00
			\$0.00	0%	\$0.00

<b>3. Travel</b>		
<b>Position</b>	<b>Purpose of travel</b>	<b>Travel Funded</b>
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00

<b>4. Supplies</b>	
<b>Type of Supplies</b>	<b>Supplies Funded</b>
Fuel for boats	\$2,600.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

<b>5. Equipment</b>					
<b>Equipment</b>	<b>Purpose</b>	<b>Model</b>	<b>Unit Cost</b>	<b>No. of Units</b>	<b>Equipment Funded</b>
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00
			\$0.00	0	\$0.00

<b>6. Construction</b>		
<b>Type of Construction</b>	<b>Sub-Contracted (Y/N)</b>	<b>Construction Funded</b>



Applicant Info	Budget	Project Merits and Needs	Local Resources & Commitments	Project Evaluation	Additional Program Information	Regional SWMP	Private Industry	Similar Programs	Notification Signature
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**Information**

Applicant/Receiving Party:	Galveston County	Department/Division:	Parks & Cultural Services
Primary Project Contact - Authorized Representative:	Jennifer Krupa	Project Contact Title:	Programs Manager
Street Address:	4102 Main Street	Primary Project Contact's Direct Telephone/Fax:	409-934-8126 / 409-621-7986
City:	State:	Zip Code:	County:
La Marque	Texas	77568	Galveston
Primary Financial Contact - Authorized Representative:	Jennifer Krupa	Financial Contact Title:	Programs Manager
Street Address:	4102 Main Street	Primary Financial Contact's Direct Telephone/Fax:	409-934-8126 / 409-621-7986
City:	State:	Zip Code:	Email Address:
La Marque	Texas	77568	jennifer.krupa@co.galveston.tx.us

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**Eligible Entities**

To be eligible for this grant program you must fit into one of the categories listed below.

County

Which regional priority does this project meet?

Development of new programs or expansion of existing programs to minimize environmental risk and promote safe disposal

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**Grant/Project Information (Pick ONE Category Only)**

Project Title:

Clear Creek Clean-Up

Which grant category does this program fall under?

Litter and Illegal Dumping Cleanup and Community Collection Events

Population Served by Project:

162,000

**Proposed Funding:**

Grant Request: \$21,032

Applicant's Match: \$000

Total Project Amount: \$21,032

BRIEF Project Description:

The Clear Creek Clean-Up is a volunteer based community clean-up project aimed at cleaning up waterways for six weekends in calendar year 2017 using barges, boats and volunteers on the shore.

Budget Categories	Funding Request
1. Personnel (Salary)	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Supplies (unit cost of less than \$1,000)	\$0
5. Equipment (unit cost of \$5,000 or more)	\$0
6. Construction	\$0
7. Contractual (other than for Construction)	\$13,100
8. Other	\$7,932
9. Indirect charges	\$0
<b>TOTAL</b>	<b>\$21,032</b>

**1. Personnel (Salary)**

Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (% FTE)	# of Months	Salary Request
				%		\$0

Narrative:

**2. Fringe Benefits**

Please list what is included in your Fringe Benefit Rate.	Fringe Rate (%)	Salary Request	Fringe Request
	%	\$0	\$0

**3. Travel**

Position	Destination	Purpose	Travel Request
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Narrative:

**4. Supplies (Unit cost of less than \$1,000)**

Description	Purpose	Supply Request
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Narrative:

**5. Equipment (Unit price of \$5,000 or more)**

Description	Purpose	Equipment Request
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Narrative:

**6. Construction**

Description	Purpose	Sub-Contracted	Construction Request
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Narrative:

**7. Contractual**

Contractor	Purpose	Contractual Request
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Boat captain and barge handling (four @ \$2650 ea)	Steering boats and barges for 12 days	\$10,600
Marine, Inc. General Contractor	Barge rental (2 barges)	\$2,500

## Narrative:

The barges, one of them owned and an additional two rented/leased, will be used for hauling all of the collected materials to the drop-off site located at the boat ramp at Highway 270 and each of the waterway locations over the 12-day (six weekend) timeframe. The Captain, First Mate and Deck Hands will steer and maneuver the boats & barges and assist the volunteers back and forth from the shore. We have added an additional 5% cost increase to both items based on our receipts from the 2015 event.

**8. Other**

Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage	Billboards	Public awareness and to recruit volunteers	\$4,200
Training/Registration Fees			
Dues/Membership Fees			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services	Fuel for boats/barges	\$4.15/gallon - 675 gallons	\$2,802

## Narrative:

Based on the event in 2015, we were able to reserve three electronic billboard sides and fuel was \$3.75/gallon (675 gallons used) and plan to do so again in 2017. We have budgeted for a 5% cost increase for both items based on our receipts from 2015.

Type Other (Cont.)	Description	Purpose	No. of Units	Other Request
Recycling Bins				
Recycling Bins				
Personal Protective Equip.	Gloves (100 pairs @ \$2.10 each)	Personal Protection Equipment	100	\$210
Personal Protective Equip.	Waders (2 @ \$165 each)	Personal Protection Equipment	2	\$330
Personal Protective Equip.	Rubber Boots (6 pairs @ \$65.00 each)	Personal Protection Equipment	6	\$390
Computer Hardware				
Computer Software				
Audio/Visual Equipment				
Audio/Visual Equipment				
Educational Item				
Educational Item				
Educational Item				

Other Equip. (<\$5,000)

Other Equip. (<\$5,000)

Other Equip. (<\$5,000)

Additional Other

Additional Other

Additional Other

Narrative:

Our 2015 event was fortunate enough to get the dumpsters donated by Republic Waste Services and are hopeful for that same partnership in 2017. We have budgeted for a 5% cost increase for personal protective equipment based on our receipts from 2015.

#### 9. Indirect Charges

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Identify your indirect rate. Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied.	Indirect Cost Rate (%)	Indirect Request
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**Project Merits and Needs: (Up to 40 Points)**

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## Project Title:

Clear Creek Clean Up

## Need for Project:

Galveston County seeks funding to conduct a major cleanup on Clear Creek in 2017. The "Clear Creek Clean-Up" is hosted by the Clear Creek Environmental Foundation (CCEF) with Galveston County as an administrative partner. The need is based on the variety of items illegally dumped into the watershed including but not limited to, various liquids, solids, household items, appliances, paint, motor oil and discarded tires. CCEF has collected in excess of 100 tons of materials since the first clean-up event in 2000. The creek has a drainage area of approximately 260 sq. miles and the lake is surrounded by residential areas and industry. Residents are attracted to the area for its natural waters and we need to preserve some of this natural state for the future. The clean up effort has become an integral part of the environmental health of the region for the Clear Creek watershed.

## Objective:

The project's objective is to educate and involve the public in keeping the waterways environmentally clean and safe. CCEF will not just focus on the banks of the watershed, they will clean up the water using barges and boats to access the area. The efforts of the clean-up will also allow the waterways to drain properly, therefore, minimizing flooding in the area. The goal is to collect enough material to fill four roll-off dumpsters and to recycle as many materials as possible. The clean-up effort is concentrated on 27 miles of shoreline and waterway between FM 528 to the mouth of Clear Lake.

## Project Feasibility:

The project has been in existence for over 15 years with a volunteer base of over 600. Galveston County has received the solid waste grant funds beginning in 2001 and continued to receive the funding in 2003, 2005, 2007, 2009, 2011 and 2015. If approved this would be our 8th grant award. Mike Mize, a board member of CCEF for the past ten years, works directly with Galveston County staff to oversee the grant award and project and has been involved in every clean-up since 2005. CCEF continually expands their partnerships and volunteer base because they have been in existence for over a decade. CCEF has the experience and proven success of hosting this event. Together with the assistance of Galveston County and other local municipal support, there is the possibility for the CCEF event to grow or expand into another waterway in the near future.

## Outreach and Education:

CCEF will provide resources and guidance to all participants at the clean-up. The billboard signage will be CCEF's main source of promotion for the event and the billboard will have a message about the fact that trash and debris placed or dumped in storm sewers takes effort to get cleaned up. On the last day of the clean-up, the barges will unload all of the materials collected in front of all of the volunteers at the Highway 270 boat ramp as a visual reminder of what all of the 12 weekends were able to collect. CCEF will also host speaking engagements and meet with local political leaders to gather support. In the past, CCEF has had over 600 volunteers helping with the clean-up efforts at this event.

**Local Resources and Commitments:** *(Up to 25 Points)*

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**Ability to Sustain Project:**

This project has been in existence for 15 years and Galveston County's relationship with CFEE, their vendors and volunteers remain intact. In the past this event was limited to only one day but because of the response and need for the event it has been expanded to a 12-day, six weekend collection event.

**Matching Funds or In-Kind Services:**

Galveston County Department of Parks & Cultural Services is an administrative partner and participates in the process by completing the grant application, required reporting, and accounts payable. Because this event is not planned until 2017, we are unable to place an exact dollar amount on the time of the personnel with the County. Galveston County will also provide volunteer assistance by serving as a liaison between the county's adult probation department and the clean-up efforts in order for probationers to complete their required community service restitution hours. CCEF will solicit the assistance of local municipal governments for this project. Over the years, CCEF has developed strong partnerships with local cities such as League City, Nassau Bay and the City of Dickinson. These entities have been major financial contributors to our clean up efforts. In addition to municipal assistance, CCEF will solicit help from local businesses and organizations to provide volunteers for the clean-up and a lunch sponsor (in the past Esteban's in League City donated lunch for the volunteers on the last day of the event). Previous companies and organizations that provided volunteers for past events include: Home Depot, Armand Bayou Nature Center, Reliant Energy along with local churches and clubs.

**Partnerships:**

CCEF will solicit help from local businesses and organizations to provide volunteers for the clean-up and a lunch sponsor (in the past Esteban's in League City donated lunch for the volunteers). TCEQ provides a monetary donation. Previous companies and organizations that provided volunteers for past events include: NRG, Texas Parks & Wildlife, League City Garden Club and the City of League City.

**Supporting Documentation:**

<b>File Name</b>	<b>Date</b>
<u>Supporting Documentation Watersheds.pdf</u>	09-24-2015

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**Project Evaluation:** *(Up to 25 Points)*

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**Economic Viability:**

The clean-up project uses a majority of volunteer labor to clean up these watersheds. By hosting this event, all kinds of pollutants and potential hazardous materials, etc. are removed from the waterways and banks. By doing so, the waterways become cleaner and encourages more water activities, wildlife, and growth and in turn can bring more people into the area strengthening the tax base of the region.

**Anticipated Effectiveness:**

Based upon CCEF's previous proven track record of removing waste from the watersheds, they anticipate the same if not more of an increase in the waste collected as the project continues to attract more volunteers and partners. Hundreds of tons of solid waste has been removed and properly disposed of and recycled in the past. During the last clean up in 2015, 20 tons of solid waste were disposed of from Clear Creek and the Dickinson Bayou. Due to the growing event size, the public is becoming better informed and aware of the importance of proper disposal and recycling of their own household waste.

**Measures of Success:**

CCEF will measure the success of the event based upon the number of volunteers that participate with a goal of 600+ volunteers and by how many tons of solid waste are collected or recycled in comparison to the event in 2015 (20 tons). The goal would be to collect more than 20 tons of materials at the event in 2017.

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**Partnerships**

Please indicate all partnerships you will be utilizing for your program.

Clear Creek Environmental Foundation, City of Nassau Bay, Meeks Marine, NRG, TOPPS Boat Club, TCEQ

Who will be doing the cleanup? Volunteers or contractors?

Volunteers

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**Event Information**

What type of materials will be collected (illegally dumped items, tires, litter, etc.)

Tires, litter, illegally dumped items, household appliances, lumber, boat hulls and plastic.

Is the event for which you are requesting funds ongoing, an annual event, one-day, etc.?

This event is a 12-day (held over 6 weekends) and held every two years

How many collection sites will be included in your event?

One; at the Highway 270 boat ramp

Date(s) of event(s)

January, February & March 2017

Where will the cleanup(s) take place?

Highway 270 Boat Ramp in League City

How is the event going to be advertised?

The event will be advertised on CCEF's website, Galveston County's website, electronic billboards, local city magazines, circulars and social media.

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**Disposal of collected materials**

Where will materials be disposed of?

Barges will transport the material to the shoreline and placed in rolloff dumpsters

What are the estimated costs for processing the materials collected?

The estimated cost of processing tires is \$2.00 per tire

Who is covering the cost of disposal?

We will be soliciting for a donation of dumpsters; in 2015, Republic Waste donated 4 of them

What is the estimated cost for disposal of the materials collected?

\$4,000.00

Are materials going to be recycled? If so, where, which items?

CCEF will attempt to recycle as many of the items as possible. The tires will be processed as well.

What are the estimated clean-up costs saved?

\$4,000 for the dumpster donation and \$23.07/hour of volunteer time (# of vol. x # of hours)

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**Educational Component**

What educational items will you be purchasing?

None for 2017.

What is the specific purpose and message of the education items?

N/A

Describe your distribution plan of the items?

N/A

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**Equipment**

If you are requesting funds to purchase equipment, what will the equipment be used for?

How often will the equipment be used?

Do you have adequate space to store the equipment?

Will the equipment be used for solid waste purposes 100% of the time?

If not, what is the percentage of time it will be used for solid waste purposes?

CONSISTENCY WITH REGIONAL SOLID WASTE MANAGEMENT PLAN

**Evaluation of Consistency with Regional Solid Waste Management Plan:**

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Is proposed project consistent with H-GAC's regional plan?

Goal #3: Promote the options for reduction and recycling of waste disposal in municipal solid waste management facilities. Objective 3A: Develop and implement on-going public awareness programs to encourage waste minimizations, reduction and recycling.

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 PRIVATE INDUSTRY NOTIFICATION

**Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service.** *FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING*

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This section is applicable only to the following grant categories:

- a. Source Reduction and Recycling
- b. Citizens' Collection Stations and "Small" Registered Transfer Stations
- c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. If the proposed project provides a service, in the spaces below, list all known private service providers in the affected geographic area known to provide a similar or related service and summary your discussion with the providers. You must comply with the notification requirements. Please attach additional pages if needed.

Private Service Providers Contacted	Name and Position	Date Notified	Method of Contact
----------------------------------------	-------------------	---------------	-------------------

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**Summaries of Discussions with Private Industry**

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## SIMILAR PROGRAMS

List similar programs that you have visited and/or researched.

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County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
N/A	N/A	10-13-2015	N/A

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**Signature**

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✓ By checking this box, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.

Name:

Mark Henry

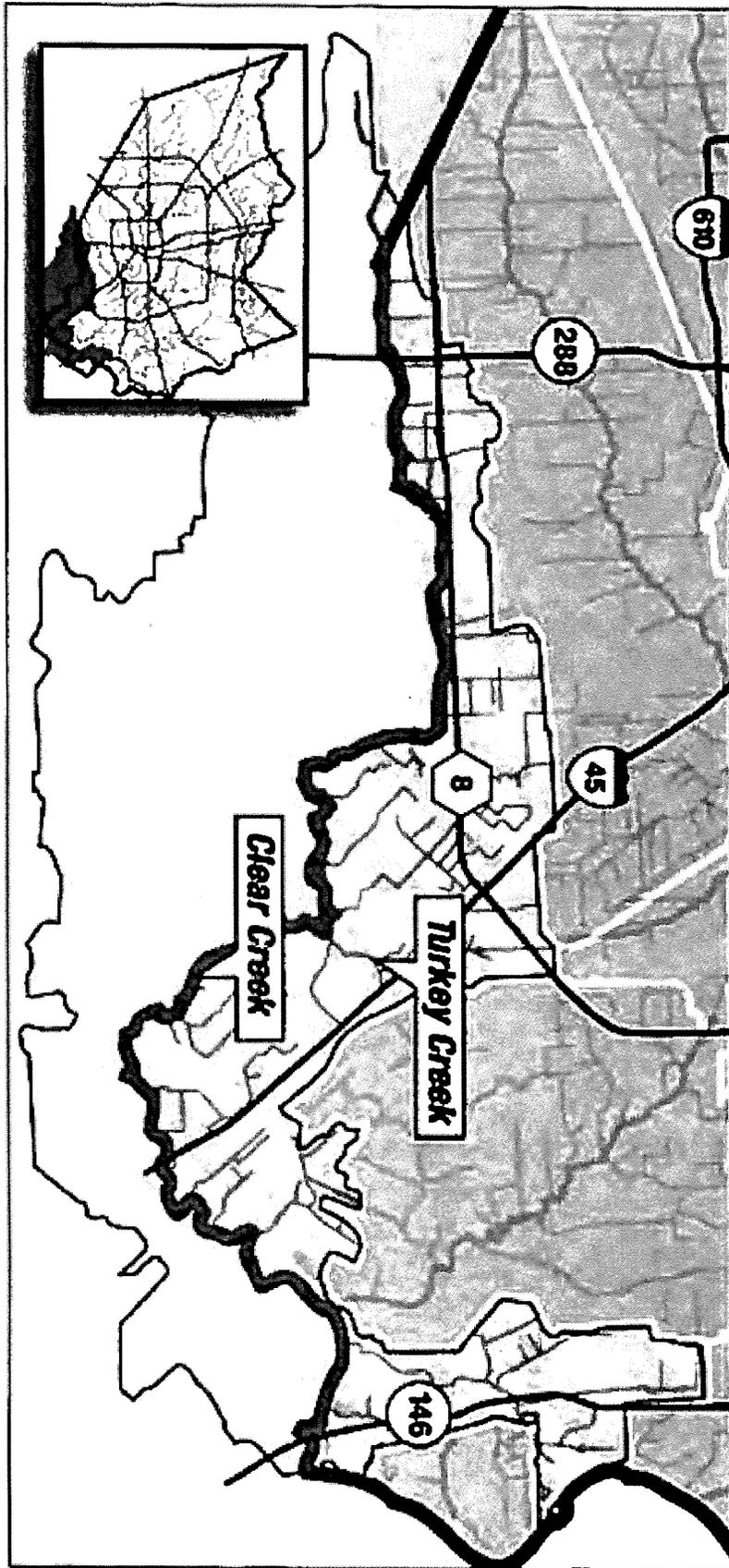
Title:

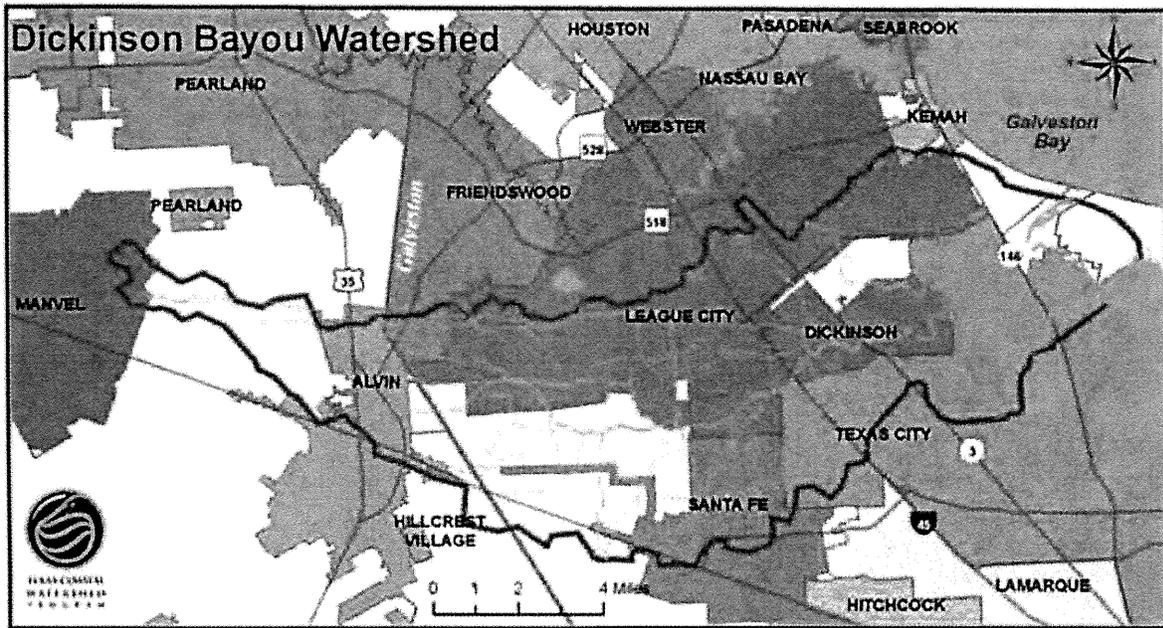
County Judge

Date Signed:

10/13/2015

Clear Creek Watershed:





 CLEAR CHANNEL

# CLEAR CREEK CLEANUP 2011



[clearcreekcleanup.org](http://clearcreekcleanup.org)



Galveston County  
Parks Department



**Hwy 270 Bridge - Between Hwy 518 & Nasa Rd 1**

**League City • Sat / FEB 19 (8am - 2pm) • (281)910-8774**  
**Boat Ramp**

**003871**

**AGENDA ITEM #3.**



COUNTY OF GALVESTON  
**Professional Services Department**

DAVID M. DELAC, CHIEF FINANCIAL OFFICER

CDBG Housing Department  
CDBG Non-Housing  
Child Welfare  
Fleet  
Grants/FEMA

Budget  
Financial Assistance  
Guardianship Program  
Indigent Burials  
Indigent Health Care

**MEMORANDUM**

**To: Galveston County Commissioners' Court**  
**From: Betsy Thomas, Grants Manager**  
**Court Date: August 16, 2016**  
**RE: FY 2016/2017 Local Emergency Planning Committee Grant Application**

**BACKGROUND**

The Federal Emergency Planning and Community Right-To-Know Act (EPCRA) requires each state to create a State Emergency Response Commission (SERC), designate emergency planning districts, and to establish Local Emergency Planning Committees (LEPC) for each district. LEPCs are required to work with facilities to develop response procedures, evacuation plans, and training programs for people who will be the first to respond in the event of an emergency.

The Local Emergency Planning Committee Grant Program was created by the Texas Legislature to help establish, maintain, and/or improve LEPCs and their implementation of EPCRA.

The funds for the LEPC grant program are appropriated to the TCEQ by the Texas Legislature and are subject to change annually. The FY 2016/2017 grant cycle includes an additional \$4,000,000.00. Future grant cycles will be approximately \$210,000 annually based on fee revenue received. Because of this, the TCEQ encouraged LEPCs to use this one-time 2016/2017 grant amount to establish large projects or plans that can be used in multiple years or shared with other LEPCs.

**SUMMARY**

Galveston County Emergency Management Department serve on the board of the Galveston County LEPC and, with the input of the current membership, an application for the FY 2016/2017 grant cycle was created. As requested by TCEQ, the application brings together a list of equipment and materials that are expected to cover a multi-year need for the committee and their activities. .

**FINANCIAL SUMMARY**

LEPC Grant Application	\$149,665.96
Required County Match	\$0.00

**RECOMMENDATIONS**

The Grants Manager asks the Court to consider approval to submit the FY 2016/2017 Local Emergency Planning Committee Grant Application and authorize the County Judge to sign required documents.

**ATTACHEMENTS**

Required Application Documents for signature:

- TCEQ LEPC Grant Program Signature Page (Form 1)



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT

### Grant Award/Agreement

<b>Court Date:</b> 8.16.2016		<b>Department:</b> Emergency Management Department				
<b>Grant Agency:</b> Texas Commission on Environmental Quality			<b>Funding Source:</b> Local Emergency Planning Committee Grant			
<b>Grant Start Date:</b>	9.1.2016	<b>Program Year:</b>	FY16/17	<b>Renewal Grant:</b>	NEW	
<b>Grant End Date:</b>	8.31.2018	<b>Program End Date:</b>	ongoing	<b>Contract #</b>	NA	
<b>Description:</b> Galveston County Local Emergency Planning Committee Equipment and Activities						
<b>Grant Organization Keys:</b> 2260 Emergency Mangement 291047 LEPC			<b>Grant Type:</b> Reimbursement			
<b>Expenditure Type</b>	<b>Grant (Other) Funded</b>	<b>County Funded</b>		<b>Total Budget</b>		
Salary & Benefit		\$	-	\$	-	
Non-Labor	\$ 149,665.96	\$	-	\$	149,665.96	
Indirect/Admin Costs		\$	-	\$	-	
Not Yet Determined		\$	-	\$	-	
<b>Totals:</b>	\$ 149,665.96	\$	-	\$	149,665.96	
	<b>FY14</b>	<b>FY15</b>	<b>FY16</b>	<b>FY17</b>	<b>After FY17</b>	<b>Total</b>
<b>County Funding Requested:</b>						\$ -
<b>County Funding Budgeted:</b>						\$ -
<b>County Funding Source:</b>	<b>Fund:</b> 100% Grant Funded					
	<b>Division:</b>					

**Approved By:**  
**Department Director:**  
**Grants Manager:**  
**Director of Finance:**  
**Auditor:**

Signature	Date
<i>[Signature]</i>	8/9/16
Patsy Thomas	8/9/16
<i>[Signature]</i>	8/9/16
<i>[Signature]</i>	8/10/16

TCEQ Application Number  
(TCEQ Use Only)

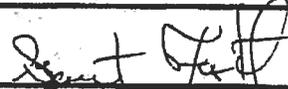
TCEQ Contract Number  
(TCEQ Use Only)

Texas Commission on Environmental Quality (TCEQ)  
Local Emergency Planning Committee (LEPC) Grant Program  
Form 1. Signature Page

1. LEPC Name:	Galveston County Local Emergency Planning Committee
2. Federal Tax ID Number:	76-0536886

3. County Judge or Emergency Manager Authorization

The County Judge or appointed Emergency Manager must sign below to authorize this grant application. By signing this document you certify that you have reviewed this Grant Application and the Budget Information Sheet and that the funds will be expended in accordance with Budget Information Sheet unless otherwise stated in writing by the TCEQ Grant Manager.

Signature of County Judge or Emergency Manager Official:	
-------------------------------------------------------------	-----------------------------------------------------------------------------------

*A faxed or scanned version of this contract page is an acceptable submission. The PDF program will allow electronic signatures to be inserted and are acceptable.*

Printed Name:	Garret Foskit
Official's Title:	Galveston County Emergency Management Coordinator
Date of Signature:	August 9, 2016

4. Authorized Official: Person authorized to apply for the grant

I hereby certify that to the best of my knowledge and belief all information provided in this application and any attachments is true and correct. If the application was prepared by a third party, I certify that I have read the complete application after all forms and information were completed, I agree with the information provided, and the date provided below is the date I signed the form. I further understand that prior to incorporating this information into a grant contract the data and information may be revised by the TCEQ for accuracy and that the acceptance of a grant contract will constitute agreement with those revisions. Failure to sign the application or signing it with a false statement may make the submitted offer or any resulting contracts voidable.

Signature of Authorized Official:	
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*A faxed or scanned version of this contract page is an acceptable submission. The PDF program will allow electronic signatures to be inserted and are acceptable.*

Printed Name:	Mark Henry
Authorized Official's Title:	Galveston County Judge
Date of Signature:	August 16, 2016

**Intentional falsification of these forms will be prosecuted to the extent allowed under the law and may be used as an adverse factor in future grant selection decisions.**

If you have questions on how to fill out this form or about the LEPC Grant Program, please contact us at 512-239-1510 or [LEPCGRANTS@tceq.texas.gov](mailto:LEPCGRANTS@tceq.texas.gov).  
Upon submission, all proposals become the property of the State of Texas and as such become subject to the Texas Public Information Act, V.T.C.S. art. 6252-17a.

Personal Information Policy: Individuals are entitled to request and review their personal information that the agency gathers on its forms. Individuals may also have any errors in their information corrected. To review such information, contact the TCEQ LEPC Grant Program at [LEPCGRANTS@tceq.texas.gov](mailto:LEPCGRANTS@tceq.texas.gov).

Do NOT alter forms. Altered forms will be void.

This form is only valid for the application period ending August 31, 2016.

TCEQ Application Number  
(TCEQ Use Only)

TCEQ Contract Number  
(TCEQ Use Only)

**Texas Commission on Environmental Quality (TCEQ)  
Local Emergency Planning Committee (LEPC) Grant Program  
Form 2. LEPC Contact Information**

<b>1. Applicant Contact Information</b>	<i>Please Print or Type</i>
a. Legal Name of LEPC:	Galveston County Local Emergency Planning Committee
b. Name of Grant Manager or Authorized Official:	Betsy Thomas
c. Phone Number:	409-539-0021
d. Fax Number:	NA
e. Email Address:	meaghan.kenney@co.galveston.tx.us
f. Mailing Address:	1535 FM 646, Dickinson, Texas 77019
g. Physical Address: (if different than mailing address)	

<b>2. Primary Contact Information</b>	<i>Please Print or Type</i>
a. Name:	Meaghan Kenney
b. Phone Number:	409-539-0021
c. Fax Number:	NA
d. Email Address:	meaghan.kenney@co.galveston.tx.us
e. Mailing Address:	1535 FM 646, Dickinson, Texas 77019
f. Physical Address: (if different than mailing address)	

<b>3. Secondary Contact Information</b>	<i>Please Print or Type</i>
a. Name:	Steven Simmons
b. Phone Number:	281-996-3335
c. Fax Number:	NA
d. Email Address:	ssimmons@ci.friendswood.tx.us
e. Mailing Address:	1600 Whitaker Drive, Friendswood, Texas 77546
f. Physical Address: (if different than mailing address)	

<b>4. Grant or Budget Administrator Contact Information</b>	<i>Please Print or Type</i>
a. Name:	Randall Rice, Galveston County Auditor
b. Phone Number:	409-770-5301
c. Fax Number:	NA
d. Email Address:	randall.rice@co.galveston.tx.us
e. Mailing Address:	722 Moody, Fourth Floor, Galveston 77550
f. Physical Address: (if different than mailing address)	

**Texas Commission on Environmental Quality (TCEQ)**  
**Local Emergency Planning Committee (LEPC) Grant Program**  
**Form 3. Emergency Planning Community Right-to-Know Act (EPCRA) Requirements**

**a. EPCRA Requirements Currently Being Fulfilled**

**Directions:** The items listed below are the four main requirements under EPCRA. Please check the box next to each requirement that your LEPC is currently fulfilling. **Note:** Section references come from Public Law 99-499 and subsection references come from the United States Code 42.

- Emergency planning (Sections 301-303, Subchapter I - 11001-11003)
- Emergency release notification (Section 304, Subchapter I - 11004)
- Hazardous chemical storage reporting requirements (Sections 311-312, Subchapter I - 11021-11022)
- Toxic chemical release inventory (Section 313, Subchapter I - 11023)

**b. EPCRA Requirements this Grant Will Fulfill**

**Directions:** The purpose of this grant is to assist LEPCs in fulfilling their requirements under EPCRA. The items listed below are the four main requirements under EPCRA. Please check the box next to each requirement that your LEPC will fulfill with this grant and explain in the boxes below.

- Emergency planning (Sections 301-303, Subchapter I - 11001-11003)

Explain how:

GCLEPC will fulfill the emergency planning requirement through three educational programs: Wally Wiseguy Educational Program, Annual Exercise Program, and Continuing Education Program (full description of programs are on page 6).

- Emergency release notification (Section 304, Subchapter I - 11004)

Explain how:

Industry is required to notify the GCLEPC in the event of a reportable hazardous material release. With the grant, the GCLEPC is going to be able to collect this information on their new email and website page.

- Hazardous chemical storage reporting requirements (Sections 311-312, Subchapter I - 11021-11022)

Explain how:

To stay within EPCRA requirements, GCLEPC will procure equipment and software that will assist with the collection of data from local transporters and fixed facilities through the document retention system.

- Toxic chemical release inventory (Section 313, Subchapter I - 11023)

Explain how:

Through the grant, GCLEPC will obtain equipment for specialized hazardous material software and long term release records will be maintained. This is critical for LEPCs as this information can be used later to identify deficiencies in responses.

**Texas Commission on Environmental Quality (TCEQ)  
Local Emergency Planning Committee (LEPC) Grant Program  
Form 4. Grant Activity Description and Justification**

**1. Planned Projects/Activities:** Describe the projects or activities that will be performed with this grant.

(Please include additional page if more space is necessary)

Please see attached page (pg 6-7).

**2. LEPC or Community Benefit:** State all benefits/improvements this grant will create.

(Please include additional page if more space is necessary)

Please see attached page (pg 7-8).

**Texas Commission on Environmental Quality (TCEQ)  
Local Emergency Planning Committee (LEPC) Grant Program  
Form 4. Grant Activity Description and Justification (continued)**

**3. Project/Activities Ranking\*:** Please use this area to rank each project listed above by importance.

(Please include additional page if more space is necessary)

1. Wally Wiseguy Educational Program: Wally Wiseguy mascot uniform, materials with updated information and promotional items
2. Outreach & Public Awareness Program: trailer, generator, and branding
3. Document Retention / Records Maintenance: laptop, software and filing system
4. LEPC Annual Exercise Program: review and update of emergency plan and exercises
5. Risk Management Program: SAFER software program to improve timely notifications
6. Continuing Education: trainings, Hazwhopper course and conference
7. Public Information Resources: webpage and e-mail
8. Membership Outreach: mail-outs, advertisement, brochures, and postage
9. Consultant Services: contractor to improve and standardize practices
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

\*Please note: The TCEQ will take the project/activity rankings into consideration if the entire application cannot be funded. Please use numbered bullets to list the most important projects at the top (1) and the least important projects at the bottom (20).

## Form 4: Grant Activity Description and Justification

### 1. Planned Projects/Activities:

Galveston County Local Emergency Planning Committee (GCLEPC) is revitalizing their Wally Wiseguy Educational Program to improve outreach to children in schools and community events. This program is instrumental for teaching children how to react in the event of a hazardous material incident. Recently, GCLEPC leaders updated the program's educational information, which now advises children to "stay connected" via their smart phones instead of the AM radio. The program requires support for new materials to display the updated educational information, making key messages more relevant to younger generations. Additionally, the star of the program, "Wally Wiseguy," a turtle who uses props to show children how to react to a hazardous material incident by going indoors, or into their "shell", to shelter in place, is in need of restoration. After years of wear, the turtle uniform is decrepit and must be replaced. Finally, the LEPC must purchase a new Outreach and Awareness trailer to be used during school promotions, community events, and outreach programs. Wally reaches more than 1,000 children each year in Galveston County, and, with the requested upgrades, the Wally Wiseguy Educational Program will expand its message and increase the safety of more children across the region.

While the Wally Program focuses on children and families, the GCLEPC is setting up two additional programs that will target those who work directly with hazardous material incidents. First, the Annual Exercise Program will facilitate collaboration between industry employees, GCLEPC members, and first responders to test the emergency plan through exercises. Collaborative training will improve communication between work groups and identify weaknesses and issues that exist within the current plan. In accordance with EPCRA, GCLEPC has evaluated and is requesting the "resources necessary to develop, implement, and exercise the emergency plan." The second program, Continuing Education, aims to improve the knowledge and skills of GCLEPC members and their affiliates. These work groups will have the opportunity to adopt best practices and share experiences through educational courses. By improving Wally Wiseguy, the Annual Exercise, and Continuing Education programs the GCLEPC is fulfilling the emergency planning requirement.

GCLEPC is organizing to better fulfill the other three EPCRA requirements. The GCLEPC members are advancing efforts to collect and classify chemical notifications, reports, and inventory lists through three activities: Document Retention and Records Maintenance, Risk Management, and a Consultation Service. Document Retention and Records Maintenance will

standardize the process used by members to collect and store information submitted by industry to the LEPC. The Risk Management Program will issue an alert to the GCLEPC in the event of a release of hazardous materials and enhance information sharing between the GCLEPC, industry, and neighboring communities. The final activity to improve the GCLEPC's maintenance of notifications, reports, and inventory lists, is a consultation service led by a contractor who has extensive knowledge in the industrial and public sectors. The contractor will review the current practices of the GCLEPC and establish standardized systems to streamline procedures and practices.

The GCLEPC also requests support to plan and implement Membership Outreach and Public Information Resources. Membership Outreach is essential to ensure the GCLEPC representation is inclusive, incorporating elected officials, law enforcement, first responders, medical facilities, media, community members, and industry. Through the Membership Outreach activity, brochure mail-outs and advertisements will be used to engage the larger population and ensure representation is wide-ranging. The Public Information Resources activities reinforce Membership Outreach and will include a designated webpage and email for the GCLEPC.

## **2. LEPC or Community Benefits:**

The Galveston County Local Emergency Planning Committee (GCLEPC) serves approximately 300,000 people over 400 square miles of land and 475 square miles of water. Within its borders are 2,227 miles of pipeline, 5 railroads, heavy industry, and high levels of road and water traffic. This grant will provide support so GCLEPC can ensure its population is well informed about the hazardous materials present in the community and know how to respond appropriately to emergencies:

**Pipelines:** Although most pipeline infrastructure is below the ground, incidents involving pipeline failures can be extremely destructive. The rupture of hazardous liquids and transmission pipelines can result in ignition and explosion, even without an external ignition source. The Pipeline and Hazardous Materials Safety Administration recorded 114 pipeline incidents reported within the County since 1968 resulting in 15 casualties, 2 fatalities, and \$20 million in property damages.

**Fixed Facilities:** Galveston County contains multiple fixed chemical manufacturing sites, refineries, and chemical storage tanks. The highest concentration of heavy industry is located in the Texas City – La Marque area; however, smaller chemical storage and

processing facilities are located throughout the county. At the refineries, volumes of materials are measured in hundreds of thousands of gallons.

**Trucks:** The highest level of truck traffic in the county run along I-45 and SH 146 with 1,000 trucks carrying hazardous material through the county on a daily basis. These hazards include toxic inhalation hazards, violent polymerization materials, gas-forming water reactive materials, and radioactive materials.

**Shipping:** Vessels transporting millions of tons of hazardous materials travel closely to the county every year to access the Houston Ship Channel, Texas City Channel, Gulf Intracoastal Waterway and Galveston Channel. To date, Galveston County contains the site of the worst industrial disaster in American History. The "Texas City Disaster" occurred in 1947 when a cargo ship containing ammonium nitrate caught fire and later detonated. The explosion claimed the lives of at least 581 people including all but one member of the Texas City Fire Department. In 2014, Galveston County had another major shipping disaster when a bulk carrier collided with an oil tank-barge releasing approximately 168,000 gallons of fuel oil into Galveston Bay. This release forced the closure of the Texas City Y and required the coordinated effort from local, state, and federal agencies, NGOs, and private contractors to resolve.

**Texas Commission on Environmental Quality (TCEQ)  
Local Emergency Planning Committee (LEPC) Grant Program  
Budget Information Sheet**

**a. Cost Budget Overview\***

Directions for Cost Budget Overview: Fill in each budget category that is part of your grant application. Place zeros in fields that will not be included. LEPCs that receive funding as part of an annual budget will have that taken into consideration when determining grant awards.

Budget Categories	TCEQ Grant Totals
31. Salaries	\$0.00
35. Contracts	\$25,750.00
37. Travel	\$6,000.00
39. Training	\$16,250.00
40. Rent - Building for Training	\$0.00
41. Postage	\$3,200.00
42. Telephone and Utilities	\$0.00
43. Supplies	\$21,165.96
46. Other	\$7,300.00
53. Rent - Machine and Other	\$0.00
45/54. Equipment	\$70,000.00
<b>Total:</b>	<b>\$149,665.96</b>

\*The itemized lists on the following pages must be filled in and include a justification for each purchase. All expenditures will require supporting documentation such as receipts, training transcripts, certificates, and/or proof of product delivery.

**Please note:** No match is required for this grant.

**b. Current Funding Sources**

Directions: List all funding sources and amounts below.

Funding Source	Funding Amount (yearly)
Residual funds from past LEPC contributions	\$3,917.00
<b>Total:</b>	<b>\$3,917.00</b>

**c. Application Budget Plan**

Directions: Fill in each table that pertains to your budget proposal.

**31. Salaries\*:**

Item	Price Per Unit	Quantity	Total	Justification for Purchase
ex. John Smith	\$2,500/month	12 months	\$30,000	Budget/Contract Manager salary for one fiscal year.
None				
<b>Total:</b>			<b>\$0.00</b>	

\*Must submit documentation showing this position will only be filled during the grant period.











## Local Emergency Planning Committee Membership Update Form

State Emergency Response Commission  
c/o TDEM Operations Section  
Post Office Box 4087  
Austin, TX 78773  
(512) 424-2208  
E-Mail: soc@dps.texas.gov



BOX A	
<i>Box A must be filled in and signed by the County Judge or an appointed EMC before returning form(s) to the SERC</i>	
Legal Name of LEPC: Galveston County LEPC	
County/COUNTIES: Galveston	Is this your entire LEPC membership listing? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
County Judge's First Name: Mark	Last Name: Henry
County Judge's Approval (signature required): 	Date: 2/17/15

### LEPC Membership Categories

*(In accordance with Public Law 99-499, Section 301(c))*

*Note: Information may be released to the public under the Texas Open Records Act. Use your work address and phone number.*

Community Group	CG	Health	HE	Information Coordinator	IC
Emergency Management	EM	Hospital	HO	Print/Broadcast Media	PBM
Emergency Medical Service	EMS	Law Enforcement	LE	State/Local Official	SLO
Facility Owners/Operators	FO	Local Environmental Group	LEG	Transportation Personnel	TP
Firefighters	FF	Health	HE	Other	OTH

Box 1: Chairperson Update Information		
Salutation: Mr	First Name: Terry	Last Name: Byrd
Job Title: Fire Marshal	Contact Phone: 281.996.3335	
Contact Email: tbyrd@friendswood.com	Fax Number:	
Organization/Agency: City of Friendswood	LEPC Membership Category: CP	
Address: 910 S. Friendswood Dr		
City: Friendswood	State: TX	Zip Code: 77546

Box 2: Vice Chairperson Update Information		
Salutation: Mr	First Name: Mark	Last Name: Garvin
Job Title: Fire Chief	Contact Phone: 409.945.1758	
Contact Email: mtgarvin@marathonpetroleum.com	Fax Number:	
Organization/Agency: Marathon Petroleum, Galveston Bay Refinery	LEPC Membership Category: CV	
Address: 2401 5th Ave S Texas City, TX 77590		
City: Texas City	State: TX	Zip Code: 77590

Please provide a point-of-contact in the event there are questions about the information contained on these forms. Thank you.

Contact Name: Patricia McIntosh	Email: pmcintosh@com.edu	Phone: 409.933.8267
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## LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation:	First Name: Benny	Last Name: Martinez
Job Title: Emergency Response/Security Coordinator		Contact Phone: 409.655.3306
Contact Email: benny.martinezjr@bp.com		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: BP Chemicals		LEPC Membership Category: FO
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Lee	Last Name: Darrow
Job Title: Fire Marshal		Contact Phone: (281) 337-2489
Contact Email: ldarrow@ci.dickinson.tx.us		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: City of Dickinson		LEPC Membership Category: EM
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Ron Morales		
Salutation: Mr.	First Name: Charlie	Last Name: Kelly
Job Title: EMC		Contact Phone: 409-765-3710
Contact Email: Kellycha@cityofgalveston.org		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: City of Galveston		LEPC Membership Category: EM
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: John	Last Name: Brick
Job Title: City Administrator/EOC		Contact Phone: 409-737-1142
Contact Email: jbrick@ci.jamaicabeach.tx.us		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: City of Jamaica Beach		LEPC Membership Category: SLO
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation:	First Name: Patricia	Last Name: McIntosh
Job Title: EMC		Contact Phone: 409.933.8267
Contact Email: pmcintosh@com.edu		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: College of the Mainland		LEPC Membership Category: EM
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation:	First Name: Bill	Last Name: Chapman
Job Title: Damage Prevention		Contact Phone: 2817680488
Contact Email: william.chapman@magellanlp.com		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Magellan Midstream Partners Pipeline		LEPC Membership Category: FO
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		

## LEPC Member Updates

Reproduce this page if necessary.  
Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr.	First Name: Ronnie	Last Name: Schultz
Job Title: Director of Environmental Health Programs		Contact Phone: 409-938-2314
Contact Email: rschultz@gchd.org	Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Organization/Agency: Galveston County Health District		LEPC Membership Category: HE
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation:	First Name: Deborah	Last Name: Nowinski
Job Title: Disability Stakeholder		Contact Phone: 713.202.8840
Contact Email: debnowinski@yahoo.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Community Member		LEPC Membership Category: CG
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Chief	First Name: LeeRoy	Last Name: Amador
Job Title: Chief of Police		Contact Phone: 409.766.5811
Contact Email: leeroyamador@gisd.org	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Galveston ISD		LEPC Membership Category: LE
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation:	First Name: Brent	Last Name: Hahn
Job Title: Fire Chief/EMC		Contact Phone: 281-538-5727
Contact Email: brent.hahn@kemahfire.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Kemah Fire Department		LEPC Membership Category: FF
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Bill Kerber		
Salutation: Mr.	First Name: Rich	Last Name: Arnhart
Job Title: Deputy Director		Contact Phone: 2814706597
Contact Email: richard.arnhart@glo.texas.gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Texas General Land Office		LEPC Membership Category: SLO
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Susan Kelley		
Salutation: Dr.	First Name: Paul	Last Name: Boor
Job Title: Medical Examiner		Contact Phone: 409.935.9274
Contact Email: pboor@utmb.edu	Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Organization/Agency: Medical Examiner's Office		LEPC Membership Category: OTH
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		

## LEPC Member Updates

Reproduce this page if necessary.

Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr.	First Name: Dan	Last Name: Reilly
Job Title: Warning Coordination Meteorologist		Contact Phone: 281-534-2157 ext. 223
Contact Email: dan.reilly@noaa.gov		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: National Weather Service		LEPC Membership Category: OTH
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation:	First Name: Merlin	Last Name: Hall
Job Title: Investigator		Contact Phone: 409-766-6172 EXT. 110
Contact Email: wizard911mh@yahoo.com		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Port of Galveston		LEPC Membership Category: TP
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Mike	Last Name: Jones
Job Title: District Coordinator		Contact Phone: 409-933-1125 Ext.21106
Contact Email: m.l.jones@dps.texas.gov		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Texas Department Public Safety Emergency Management		LEPC Membership Category: EM
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Marty	Last Name: Allison
Job Title: Superintendent of Emergency Services / Fire		Contact Phone: 409-948-7209
Contact Email: marty.allison@valero.com		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: Valero - Texas City Refinery		LEPC Membership Category: FO
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Ted	Last Name: Godfrey
Job Title: Safety Manager		Contact Phone: 409.948.9264
Contact Email: tgodfrey@sealliontechnology.com		Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Organization/Agency: Sea Lion Technology		LEPC Membership Category: FO
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation: Ms.	First Name: Cheryl	Last Name: Wilkinson
Job Title: IP Technical Service Manager		Contact Phone:
Contact Email: cheryl.wilkinson@honeywell.com		Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Organization/Agency: Honeywell Inc		LEPC Membership Category: FO
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		

## LEPC Member Updates

Reproduce this page if necessary.  
Box A and Box 1 on first page must be completed when submitting member updates.

Salutation:	First Name: Allan	Last Name: Post
Job Title: Marine Education Support and Safety	Contact Phone: 409.740.4477	
Contact Email: posta@tamug.edu	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Texas A&M University Galveston	LEPC Membership Category: OTH	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Kevin	Last Name: Russell
Job Title: Sr. HSE Specialist	Contact Phone:	
Contact Email: kevin.russell@lyondellbasell.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Lyondell Basell	LEPC Membership Category: FO	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Phillip	Last Name: Barker
Job Title: Public Awareness Rep	Contact Phone: 713.423.3382	
Contact Email: phillip.barker@shell.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Shell Pipeline Company LP	LEPC Membership Category: FO	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Ms.	First Name: Jennifer	Last Name: Sapp
Job Title: Emergency Response Coordinator	Contact Phone: 713.422.8964	
Contact Email: jennifer.sapp@tceq.texas.gov	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Texas Commission on Environmental Quality	LEPC Membership Category: SLO	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Garret	Last Name: Foskit
Job Title: Interlm Emergency Management Coordinator	Contact Phone: 281-309-5002	
Contact Email: garret.foskit@co.galveston.tx.us	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Galveston County Office of Emergency Management	LEPC Membership Category: EM	
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: John Silmsen		
Salutation: Mr.	First Name: Robert	Last Name: Riley
Job Title: Supervisor, Damage Prevention	Contact Phone: 281.478.2902 ext 52902	
Contact Email: robert_riley@kindermorgan.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Kinder Morgan	LEPC Membership Category: FO	
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Freddie Fitzgerald		

## LEPC Member Updates

Reproduce this page if necessary.  
Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Chief	First Name: Vicky	Last Name: King
Job Title: Police Chief, EMC		Contact Phone: 409.938.9269
Contact Email: v.king@cityofamarque.org	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Galveston County Sheriff's Office		LEPC Membership Category: LE
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Larry Damrell		
Salutation: Mr	First Name: Chlp	Last Name: Merrick
Job Title: EMC		Contact Phone: 2815541308
Contact Email: chlp.merrick@leaguecity.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: City of League City		LEPC Membership Category: EM
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Dena Mahan		
Salutation: Chief	First Name: Ken	Last Name: Campbell
Job Title: Police Chief/EMC		Contact Phone: 409.925.3092
Contact Email: kenneth@co.santa-fe.tx.us	Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Organization/Agency: City of Santa Fe		LEPC Membership Category: LE
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation: Mr.	First Name: Joe	Last Name: Complan
Job Title: External Relations Lead		Contact Phone: 4099398017
Contact Email: joe.complan@redcross.org	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: American Red Cross		LEPC Membership Category: CG
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name: Marl Berend		
Salutation: Chief	First Name: John	Last Name: Hamm
Job Title: Police Chief/EMC		Contact Phone: (409) 986-5559
Contact Email: jhamm@hlthcockpd.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: City of Hitchcock		LEPC Membership Category: LE
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Clay Kennelly		
Salutation: Chief	First Name: Larry	Last Name: Whittington
Job Title: Police Chief		Contact Phone: 409.935.0449
Contact Email: chiefwhittington@gmail.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Organization/Agency: City of Bayou Vista		LEPC Membership Category: LE
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Ed Lucas		

6

## LEPC Member Updates

Reproduce this page if necessary.  
Box A and Box 1 on first page must be completed when submitting member updates.

Salutation: Mr	First Name: Derek	Last Name: Duckett
Job Title: EMC	Contact Phone: 409.643.5840	
Contact Email: dduckett@texas-city-tx.org	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: City of Texas City	LEPC Membership Category: EM	
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Bruce Clawson		
Salutation: Mr	First Name: Larry	Last Name: Cloud
Job Title: Public Awareness Technician	Contact Phone: 7135401137	
Contact Email: lpcloud@dow.com	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: Dow Pipeline	LEPC Membership Category: FO	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name: Darren Ebner		
Salutation: Mr	First Name: Ed	Last Name: Smith
Job Title: Clinical Operations Administrator	Contact Phone: 409.256.1390	
Contact Email: edhsmith@utmb.edu	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency: University of Texas Medical Branch	LEPC Membership Category: HO	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Previous member's name:		
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		
Salutation:	First Name:	Last Name:
Job Title:	Contact Phone:	
Contact Email:	Is this person a new member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Organization/Agency:	LEPC Membership Category:	
Did this person replace a previous member? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Previous member's name:		



**Galveston County  
Local Emergency Planning Committee**

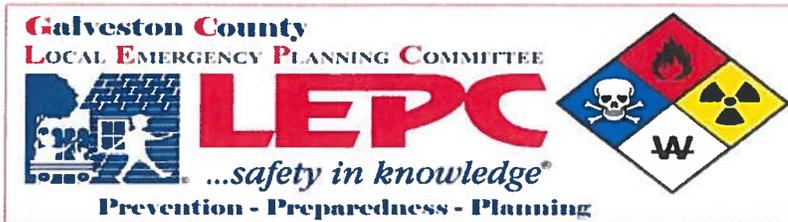
1353 FM 646 W, Suite 201  
Dickinson, TX 77539  
(281) 309-5071

## MINUTES

**Galveston County Local Emergency Planning Committee (LEPC) meeting will be held on Tuesday, April 12, 2016, from 12 noon – 1:30 p.m. at: Kelley's Country Cookin, 4604 Gulf Freeway, La Marque, TX 77568**

The following items were discussed at the LEPC meeting:

- ITEM 1. Call to Order – Roll Call – Introductions
- Meaghan Kenney, presiding
  - Called to order at 12:09 p.m.
  - 13 of 33 members present
- ITEM 2. Weather Update
- Rain tonight, 2-3" possible Wednesday, low confidence for Galv. Co.
- ITEM 3. Approval of Minutes – January 12, 2016
- Motion to approve – Steven Simmons; second – Brent Hahn. Unanimous consent.
- ITEM 4. Treasurer's Report – Charlene Warren
- Beginning balance - \$13,890.34
  - Outstanding approved expenses - \$1,668.46
  - Closing balance - \$12,221.88
- ITEM 5. Old Business – Discussion
- 501(c)3 Status Update – Steven Simmons
    - Hamm Lingsten selected as attorney after 4 quotes; \$1,000 fee
    - Paperwork filed to register with the State
  - Wally Wiseguy School "Chicken Club" Presentations – Brian Mansfield
    - Visited 5 Galveston ISD schools, seeing 400 kids over a three-day period; several members assisted with program
  - Wally Wiseguy Expenditures – Brian Mansfield
    - Many promotional items used; in process of replenishing and should be adequate for remainder of budget year
- ITEM 6. New Business
- Membership Dues 2017 – Steven Simmons
    - See proposed due schedule (attached)
    - Adopt fees and budget at same time each year
    - Hoping for a budget base of \$10,000
    - Long term goal to increase membership
    - Add category for other business types: hospital, etc.
    - Discussed how payments might be received: Paypal, credit card, etc.
  - Level 2 or 3 Incident Reports – Steven Simmons
    - Level 2/3 reports requested for learning purposes; not to embarrass
    - Track incidents at quarterly meeting
    - Many questions as to liability/legal exposure
    - Discussion tabled
  - Separations of Funds from Galveston County – Steven Simmons
    - Motion made to separate funds from Galveston County into 501(c)3 – Trish McIntosh; second – Brian Mansfield



**Galveston County  
Local Emergency Planning Committee**

1353 FM 646 W, Suite 201  
Dickinson, TX 77539  
(281) 309-5071

## MINUTES

**Galveston County Local Emergency Planning Committee (LEPC) meeting will be held on Tuesday, January 12, 2016, from 12 noon – 1:30 p.m. at: Golden Corral, 6200 Seawall Blvd., Galveston, TX 77551**

The following items were discussed at the LEPC meeting:

**ITEM 1. Call to Order – Roll Call – Introductions**

- Alan Post, Presiding
- Called to order at 12:18 p.m.
- 12 of 33 members present; 22 total present

**Weather Update**

- No representative present

**ITEM 2. Approval of Minutes - November 2, 2015**

- Motion to approve – Brent Hahn; second – Ryan Edghill. Unanimous consent.

**ITEM 3. Treasurer's Report – Charlene Warren**

- \$13,890.34

**ITEM 4. Committee Reports**

- Administrative and Finance Committee – Stephen Simmons
  - Proposed bylaws and business plan
  - Formalized meeting schedule, 1<sup>st</sup> Tuesday of every quarter, 11:30 a.m.
  - Wants to centralize meeting location in hope of increasing meeting attendance
- Emergency Response & Hazardous Materials Facilities/Transportation Committee – Brent Hahn
  - No meeting yet; no update to report
- Public Education and Information Committee – Bryan Mansfield
  - Met Dec. 10<sup>th</sup>, accepted invitation from Chicken Club (anti-drug program in Galveston schools)
  - Wally program give-aways depleted. Some new materials/props ordered.
  - Working on new message/slogan/heading for materials

**ITEM 5. Old Business – Discussion**

- LEPC Business Plan – Stephen Simmons
  - Recommended adoption of proposed business plan. Dues would start October 1, 2016
  - Two classes of membership – voting members pay dues; non-voting members participate but do not pay dues
  - Industry required to pay dues; a scale could be adopted at budget.
  - Motion to adopt business plan – Garret Foskit; second by Charlie Kelly. Unanimous consent.
- Update of Bylaws – Steven Simmons
  - Proposed bylaws establish membership classes; one vote per entity
  - Only voting member could be elected as officer
  - Fiscal year Oct. 1 – Sept. 30, with budget



## MINUTES

Galveston County Local Emergency Planning Committee (LEPC) meeting will be held on Monday, November 2<sup>nd</sup>, 2015, from 2:00pm – 3:00pm at:  
Galveston County Mid-County Annex – Community Room, Suite 104A  
9850 Emmett F. Lowry Expressway, Texas City, TX 77591

The following items will be discussed at the LEPC meeting:

- ITEM 1. Call to Order – Roll Call – Introductions
- Meaghan Kenney, Presiding
  - Called to Order at 2:12 p.m. (waited for quorum)
  - 11 of 33 members present; 15 total present
- Weather Update
- No representative present
- ITEM 2. Approval of Minutes – September 29, 2015
- Motion to approve – Ronnie Schultz
  - Second – Larry Cloud
- ITEM 3. Treasurer's Report – Charlene Warren
- \$13,890.34
- ITEM 4. Subcommittee Reports
- Admin, Finance and Membership Committee – Stephen Simmons
    - No recent meetings; planning one in near future
  - Emergency Response & Hazardous Materials Facilities/Transportation Committee – Brent Hahn
    - Hahn is new chair; no new update
    - Seeking members and guidance
  - Public Information and Education – Ronnie Schultz
    - Texas City Children's Health & Safety Fair, Oct. 10<sup>th</sup> – approx. 1,000 in attendance. Handed out all older materials.
    - Compiling order for new materials
    - Requested help with the Wally Wise Guy program: presentations, outreach, someone to wear suit
    - Requested members to participate on sub-committee
    - Trailer needs some repairs; G. Foskit to assist
- ITEM 5. Old Business – Discussion
- Status – 501(c) – Meaghan Kenney
    - Awaiting discussion with county legal
  - Commodity Flow Study – Meaghan Kenney
    - Printed copy available at meeting
    - Electronic version available to anyone who provides flash drive
- ITEM 6. New Business
- Updating By-Laws – Stephen Simmons

- Sub-committee to meet and begin revisions to present and vote on, hopefully, at next meeting
- Committee List update and approval – Charlene Warren
  - Members present selected sub-committee on which to serve; updated lists to be provided via email
- LEPC Email and Webpage – Meaghan Kenney
  - Recommended to use an email apart from the county
  - M. Lambert suggested using a website with email rather than one such as gmail; more professional
  - Ad-hoc committee, chaired by Allan Post, joined by Garret Foskit, to investigate best options
- Finance/Account at the county – Meaghan Kenney
  - Pending 501(c) status, funds will be drawn down from county
- New Logo – Allan Post
  - Has designed new logo, which will be sent to membership for vote at next meeting
- Business Plan – Stephen Simmons
  - No meeting as yet; business plan to establish long-term goals for LEPC
  - Establish financial controls, budget, dues, etc., set prior to budget cycle of entities involved

ITEM 7.

Announcements

News, updates, training and exercise opportunities, etc.

- M. Lambert requested that Tier II filings be required in .pdf
- C. Kelly suggested a lunch meeting to bolster attendance
- Next meeting: January 12, 2016, possibly at Golden Corral, Galveston

ITEM 8.

Adjournment – 2:45 p.m.

*Charlene Todaro Warren*  
Charlene Todaro Warren, Secretary

- Executive Committee – three elected officers, plus standing committee chairpersons
- Motion to adopt revised bylaws – Brent Hahn; second – Trish McIntosh. Unanimous consent (12:34 p.m.)
- New Logo – Steven Simmons
  - New logo presented
  - Motion to adopt new logo – Brent Hahn; second – Rosana Pratt; 1 opposed; motion carried
- Committee List Update and Approval – Meaghan Kenney
  - Asked that everyone choose to serve on a committee; membership requirement
- LEPC Email and Webpage – Steven Simmons
  - Rosana Pratt researched and recommended GoDaddy.com; 5 years for \$1,000
  - Motion made to use GoDaddy.com – Trish McIntosh; second – Garret Foskit; unanimous consent

ITEM 6. New Business

- Wally Wiseguy School “Chicken Club” Presentations – Bryan Mansfield
  - Presented program in 5 Galveston schools to approx. 500 children
  - New message – Go inside, stay connected and follow instructions
- Wally Promotional Products – Bryan Mansfield
  - None left in trailer; needs to be restocked
  - Other items needed: trailer graphics, new Wally suit, printed materials, new tent/spin wheel
- Funding for Wally Program Updates and Products – Bryan Mansfield
  - Not a request but it would take an estimated \$13,800 to update everything
  - Requesting \$6,000 for promotional items
  - Motion made to approve \$6,000 – Garret Foskit; second – Brent Hahn; unanimous consent
- Next Meeting Dates from Committees:
  - Administrative and Finance Committee: March 22nd
  - Emergency Response & Hazardous Facilities/Transportation Committee: probably mirror Admin.
  - Public Education and Information Committee: sometime in March
  - **REMINDER:** All voting members must be active in at least one committee

ITEM 7.

Announcements

News, updates, training and exercise opportunities, etc.

- Next meeting: April 12, 2016

ITEM 8.

Adjournment

- Motion to adjourn – Garret Foskit, second – Rosana Pratt; meeting adjourned at 12:53 p.m.

*Charlene Todaro Warren*

Charlene Todaro Warren, Secretary/Treasurer

- Registration with the state of Texas – pending update
- Upcoming Exercises and Drills – Brent Hahn
  - Brent Hahn wants to host a drill involving pipeline – tentative for August
- Hurricane Awareness Tour
  - NWS, May 17<sup>th</sup> at Scholes Field, Galveston
  - Wally Wiseguy will be there; 10 a.m. – 2 p.m.
  - No more than 500 at this point; help would be appreciated
- Presentations Sign Up – Steven Simmons
  - Speakers from different entities to discuss who they are, mission, etc.
  - Educational opportunity
  - Sign-up sheet next meeting
  - Mark Garvin (Marathon) – presentation on IMAs for July
- Committee Reports/Next Meeting Dates:
  - Administrative and Finance Committee – no report
  - Emergency Response & Hazardous Materials Facilities/Transportation Committee – Brent Hahn
    - No news to report on Tier II
    - Attended LEPC session at TDEM; \$4M in grant funding available this year
    - Ryan Edghill would help write, but not manage, grant request
    - No submission date as yet
  - Public Education and Information Committee – Brian Mansfield
    - Wally suit needs to be replaced
    - Tires on trailer 10 years old; need to consider trailer maintenance
    - Motion to spend up to \$1,000 for new trailer tires – Brent Hahn; second – Ryan Edghill. Unanimous consent.
  - **REMINDER:** All voting members must be active in at least one committee

ITEM 7. Announcements - news, updates, training and exercise opportunities, etc.

- Next meeting – July 12<sup>th</sup>, 11:30 a.m. Location to be determined

ITEM 8. Adjournment

- Motion to adjourn – Ryan Edghill; second – Steven Simmons; meeting adjourned at 1:02 p.m.

*Charlene Todaro Warren*  
Charlene Todaro Warren, Secretary/Treasurer

**AGENDA ITEM #4.**



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 08/02/2016		2. Contract Type: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Expense</span> Revenue      Other			3. Renewal Contract: Yes / <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">No</span>		
4. Department Name: Information Technology				5. Department Contact: Winson James			
6. Description: 36 month streaming service for Commissioners Court.							
7. IFAS PEID No: 718969		8. IFAS Req No: CR608911		9. Orgkey: 1101159100		10. Object Code: 5481000	
11. Vendor: Livestream				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Other Contract Services	5481000	\$ 395,300	\$ 1,497.00				
22. Totals:		\$ 395,300	1,497.00				
To Be Completed By Purchasing Department							
Contract Start Date: 9/1/16		Auto Renewal Contract: Yes / <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">No</span>			Bid No: N/A		
Contract End Date: 8/31/19		Contract # Issued By Purchasing: CM16244			Form 1295 Certificate #: 2016-90455		

Approved By:	Signature	Date
Department Head: <i>Sonny James</i>	<i>Sonny James</i>	8/2/2016
Purchasing Agent:	<i>[Signature]</i>	8-9-16
County Legal:	<i>[Signature]</i>	08/09/2016
Contract Listed in Budget Documentation: YES NO		
County Budget Office: <i>[Signature]</i>		8/9/16
Budget Available and Funds are/will be Available: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">YES</span> NO		
County Auditor: <i>[Signature]</i>		8/10/16



**PR** CR608911      **PO**      **Status** PR      **Sec Cd** 1591      **Aprv**

<b>Vendor</b> RemitTo    ShipTo    BillTo 718969      Addr PA LIVESTREAM LLC  BILLING DEPT 195 MORGAN AVE BROOKLYN, NY 11237  Phone Cd: FX    (646) 304-3864	<b>Reqst'd</b> Aprv'd    Printed By LMICHAELS XT.6233 Date 08/01/2016  PO Total:      \$1,497.00  Invoiced:      \$0.00  Balance:      \$1,497.00	<b>Details</b> Dates    Blanket    Req. Codes    Misc. Confirming Person Cust / Order # Bid # Contract # End Use Buyer  PO Type P <input type="checkbox"/> Pay By Amount Account Terms
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Items Association Codes Compliance Notes

Items

Item Number	Quantity	Fully Qualified Account No.	Units	Description	Unit Price	Extended Am
0001	3 GL	11011591005481000	EA	STREAMING-36 MONTH LIVESTREAM BASIC	499.00000	



INFORMATION TECHNOLOGY

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**5WH - STREAMING SERVICE FOR COMM CORT AND OTHER**

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**What:** Mass access to live media broadcasted from Galveston County to multiplatform devices, such as IOS, Android, PC, MAC etc.

**Who:** For AV services GC IT

**Where:** Galveston County Court House

**When:** 2016

**Why:** User are requesting to view open access meeting via a new standard in today's technology. Streaming to every device will cut complaints and make the end users/ customers happy.

**How:** please see the attached docs.

<b>Planned</b>	<u>Item Name</u>	<u>Qty</u>	<u>Unit</u>	<u>Total</u>
<b>Costs:</b>	<b>3 years of basic unlimited streaming</b>	<b>3</b>	<b>499.00</b>	<b>1497.00</b>

**Total = \$1497.00**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Livestream  
Brooklyn, NY United States

Certificate Number:  
2016-90455

Date Filed:  
07/26/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Galveston

Date Acknowledged:  
8/9/16

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

20479755  
Live streaming services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Haot, Maxime	Brooklyn, NY United States	X	

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Samantha Spar, this the 28th day of July, 2016, to certify which, witness my hand and seal of office.

Mark Dominguez, Notary Public  
State of New York No. 0100608276c  
Qualified in Bronx County  
Commission Expires Dec 26, 2016

  
\_\_\_\_\_  
Signature of officer administering oath

Mark Dominguez  
\_\_\_\_\_  
Printed name of officer administering oath

Notary Public  
\_\_\_\_\_  
Title of officer administering oath

## Proposed Solution - County of Galveston

### 36 Month Livestream Basic Subscription

- \$1,497
  - Unlimited streaming
  - Unlimited viewer hours
  - Unlimited VOD storage of all broadcasts
  - Roku, Facebook and Apple TV integration
  - E-mail technical support

**Proposed Solution: \$1,497**



# Livestream | Service Level Agreement

## Livestream Service Level Agreement

Last Updated: Novemeber 9, 2009

This Service Level Agreement (hereafter "SLA") is a policy governing the use of the Livestream LLC ("Livestream", "Us", or "We") web site - [livestream.com](http://livestream.com) - and any other web sites or services owned or operated by Livestream (the "Livestream Service"), including Livestream Premium, under the terms of the [Livestream Premium Producer Terms of Use](#) (the "Premium Terms"), between Livestream and users of the Livestream Service ("You"). This SLA applies separately to each Livestream Premium account holder using the Livestream Service. Unless otherwise provided herein, this SLA is subject to the terms of the Premium Terms, and capitalized terms will have the meaning specified in the Premium Terms. The Premium Terms are hereby incorporated into this Agreement by reference. We reserve the right to change the terms of this SLA in accordance with the Premium Terms.

We are committed to providing you a high level of service, and the terms of this SLA are structured such that we guarantee certain levels of performance for the Livestream Service that you can rely upon—if we do not meet those levels, then we will provide you a service credit as detailed below.

### 1. Minimum Service Commitment:

We will use commercially reasonable efforts to make the Livestream Service available with a Monthly Uptime Percentage of at least 99.9% of the time during any month (the "Service Commitment"). In the event we do not meet this threshold, you will be eligible to receive a Service Credit as described below.

### 2. Definitions:

Except as otherwise defined below and elsewhere herein, all capitalized terms used herein shall have the meanings assigned thereto in the Premium Terms:

"Monthly Downtime" means the aggregate duration of time during a calendar month for which the ability to tune-in the Channel to access LinearTV or on-demand broadcasts is not available to all users OR the ability for a producer to broadcast live is not available due to a problem with the Livestream infrastructure, software or systems; Monthly Downtime shall not include the non-availability of the Livestream Service as a result of specific geographic downtime due to Internet backbone issues, any bug or temporary issue with non-critical Livestream features (i.e., graphics, library, 3rd party service integration, uploads, etc.) a Service Interruption Event, Scheduled Outage, or User-side issue (e.g., problems with your Produced Content or Internet connectivity issues).

"Scheduled Outages" means the period of time that the Livestream Service may be temporarily interrupted for upgrades, maintenance, security patching, or for any other similar reason or purpose, including an established framework for scheduling and managing such outages. Scheduled outages will occur during the times as determined by Livestream.

"Service Credit" means a credit of a percentage of the amount of monthly recurring fees and charges for the Livestream Service incurred by you for any corresponding Monthly Downtime that causes the Monthly Uptime Percentage to fall below the amount set forth in the chart below.

"Service Interruption Event" means a force majeure event such as flood, extreme weather, fire or other natural calamity, any law, order, regulation, direction, action, or request of any governmental entity or agency, war, riot, civil unrest, work stoppage or strike, or any similar event, or any other event outside of the control of Livestream or any third party providing any portion of the Livestream Service, that causes the Livestream Service or any portion thereof to be unavailable. "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of Monthly Downtime during a given month.

### 3. Service Credits:

Service Credits will be calculated as a percentage of the total charges you pay in a month calculated in accordance with the schedule below.

Livestream Monthly Uptime Percentage	Service Credit Percentage
Greater than 99% but less than 99.9%	10%
Less than 99%	25%

In the event you experience any Monthly Downtime that causes the Monthly Uptime Percentage to fall below the Service Commitment, and Livestream determines in its reasonable judgment that such Monthly Downtime was caused by Livestream' failure for reasons within Livestream' reasonable control and not as a result of any actions or inactions of you or any third parties, your sole and exclusive remedy shall be the applicable Service Credit. In the event that you are entitled to multiple credits hereunder arising from the same event, such credits shall not be cumulative, and you shall be entitled to receive only the maximum single credit available for such event. The aggregate maximum amount of Service Credits to be issued for any and all Monthly Downtime that occurs in a single calendar month shall not exceed twenty five percent (25%) of your pro-rated amount of monthly recurring fees and charges for the Livestream Service incurred by you for the month in which such Service Credits are incurred.

### 4. Requesting a Service Credit:

To request any of the credits described in this section, you must send an email message credit request to [premiumsupport@livestream.com](mailto:premiumsupport@livestream.com) Livestream within ten (10) business days from the end of the month you are eligible to receive a credit. To be eligible, the credit request must (i) include your Channel ID in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of any Monthly Downtime that you claim to have experienced; (iii) include your server request logs or other relevant data that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. Failure to comply with these credit request requirements will forfeit your right to receive a credit.

### 5. Issuance of Service Credits:

If approved, a Service Credit will be calculated by multiplying the percentage of the applicable credit to the bill for the month in question, and applying that credit to the outstanding bill for the next month. In the event the credit exceeds charges for the Livestream Services for the next month, any balance of the Service Credit will be applied to subsequent months until the credit is fulfilled, for a maximum of six (6) months. A Service Credit will be applicable and issued only if the credit amount for the applicable month is greater than one dollar (\$1 USD).

#### **6. Exclusive Remedy:**

In light of the fact that damages from Monthly Downtime or other failure to provide the service level under this SLA would be impossible to ascertain, and that the remedies set forth herein have been arrived at in good faith as a reasonable estimate of compensation and not as a penalty, your remedy shall be fixed and liquidated as set forth in this SLA. In no event will the total remedies available to you that are covered by this SLA exceed those set forth in this SLA. Your right to receive Service Credits set forth in this SLA is your sole and exclusive remedy for any unavailability of the Livestream Service or failure by Livestream to provide the Livestream Service or for Livestream's failure to meet any guaranty or warranty provided by Livestream. No Service Credit shall be due and Livestream shall have no liability for unavailability of the Livestream Service (a) during any Scheduled Outage, (b) resulting from a Service Interruption Event, or (c) caused directly or indirectly, by the acts or omissions of you or your representatives, or any other third party not acting at the direction or on behalf of Livestream, or by hardware or software of yours, your representatives, or any other third party not acting at the direction or on behalf of Livestream.

#### **7. User Interference:**

Without limitation, neither Livestream nor any third party shall be responsible for acts or omissions of your representatives that result in failure of, or disruption to, or unavailability of, the Livestream Service. You agree that neither you nor your representatives shall attempt in any way to circumvent or otherwise interfere with any security precautions or measures taken by Livestream or any third party relating to Livestream Service. Any failure of or disruption to the Livestream Service or unavailability of the Livestream Service resulting from a violation of these provisions shall be considered a Service Interruption Event and you will have no right to any Service Credit or other remedy with respect to such failure or disruption. You will be responsible for, and will indemnify Livestream and all affected third parties for, any damage or service interruptions caused by you or your representatives in violation of these provisions, including, without limitation, any damage to any equipment or software that is not supplied by you. Further, you agree to compensate Livestream and any such third party, at the then current rates, for all remedial services or losses resulting from any violation of the above provisions.

#### **8. Licenses; No Ownership:**

This SLA does not transfer any intellectual property to you, and as between the parties, all right, title and interest in and to all intellectual property rights of Livestream and third parties shall remain solely with Livestream and such third parties, respectively. You agree that you will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Livestream Service. This SLA does not transfer any possessory or ownership interest in or to any Livestream technology to you.



**Service Order Form**

9/1/2016

Contract Date: 7/12/2016

Customer Name:  
 Livestream Account ID: 20479755  
 Livestream Sales Representative: Nate Gelman  
 Billing Method: Invoice  
 Payment Schedule: Net 30  
 PO #

Livestream Platform	Quantity	Start Date	End Date	Rate
Plan:	1	9/1/2016	9/1/2019	\$1,497
Basic Yearly				
				PLATFORM TOTAL: \$1,497
				Recurring Rate: \$499

**Additional Services**

SERVICES TOTAL: \$0

Hardware	Quantity	Price Per Unit (MSRP)	Cost Per Unit
----------	----------	-----------------------	---------------

**Shipping Information:**

Name of Recipient:  
 Shipping Address\*:  
 City, State, Zip:  
 Phone Number:  
 Email Address:

Shipping Method:  
 Shipping:  
 Taxes (NY/CA):  
 HARDWARE TOTAL: \$0

\* Please note that we will not ship to PO Boxes

<b>Total Order:</b>	Platform: \$1,497	
	Services: \$0	TOTAL DUE: \$1,497
	Hardware: \$0	

**Notes:**

Terms	
<b>LIVESTREAM TERMS &amp; PRIVACY:</b>	Customer and Livestream agree to be bound by the Livestream Terms of Service detailed here: <a href="http://livestream.com/terms">http://livestream.com/terms</a>
<b>RENEWAL:</b>	The subscription pricing during any renewal term is subject to increase by up to 7% above the applicable pricing in the prior term, unless Livestream provides notice of different pricing at least 60 days prior to the applicable renewal term.
<b>TERMINATION:</b>	Customer acknowledges that termination of Customer's account for violations of Livestream's Terms of Service shall not release Customer from the obligation to pay the "Total Fees Due" listed above.

Mutual Agreement by:			
Company Name:	Livestream LLC	Company Name:	
Address:	195 Morgan Ave	Street Address:	
City, State, Zip:	Brooklyn NY 11237	City, State, Zip:	
Country:	USA	Country:	
Signature:		Signature:	
Sales Representative:	Nate Gelman	Customer Name:	
Date:		Date:	

## Business Information

Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Tax-ID: \_\_\_\_\_

Incorporation Country: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

A/P Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## Invoice Information

Bill Invoice to: (if different from Business)

Attention: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Payment Terms: Net 30

Livestream Acct. Manager: Nate Gelman

### Required for Payment:

PO Number:  No  Yes \_\_\_\_\_

W-9 Form:  No  Yes

I certify that Livestream, LLC has been approved as a vendor of my company:  No  Yes

*\*If no, please attach all necessary documents and process info to be become an approved vendor in your system.*

## Credit Confidence Option: (choose one)

### Back-up Credit Card

*\*We will run an authorization for up to 3 months of invoicing upon receipt to validate application.*

Card Type (check one):  Visa  MasterCard  Amex

Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Billing Address: \_\_\_\_\_

CVV: \_\_\_\_\_

City / State: \_\_\_\_\_

Expires (month/year): \_\_\_\_\_

Zip / Postal Code: \_\_\_\_\_

*By signing below, I hereby authorize Livestream, LLC to bill on this credit card if due payment is not received as per the payment terms agreed.*

Country: \_\_\_\_\_

Signature: \_\_\_\_\_

### Corporate Credit Check (US Companies only)

I hereby authorize Livestream, LLC to perform a credit check on \_\_\_\_\_

*\*Subject to Livestream, LLC accounting department review of credit check.* (company name)

## Agreed by:

Customer Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Signature:**

**Email:** [nate.gelman@livestream.com](mailto:nate.gelman@livestream.com)

# AGENDA ITEM #5.



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 08/02/2016		2. Contract Type: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Expense</span> Revenue      Other			3. Renewal Contract: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Yes</span> No		
4. Department Name: Information Technology				5. Department Contact: Winson James			
6. Description: Annual VMWare support subscription renewal.							
7. IFAS PEID No: 701326		8. IFAS Req No: CR608970		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: SCW				12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of software	5423500	\$ 1,901,559.00	\$ 34,913.83				
22. Totals:		\$ 1,901,559.00	\$ 34,913.83	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 9/1/16		Auto Renewal Contract: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Yes</span> No			Bid No: N/A		
Contract End Date: 8/31/17		Contract # Issued By Purchasing: CM16243			Form 1295 Certificate #: 2016-92189		

Approved By:	Signature	Date
Department Head: <i>Sonny James</i>		8/2/2016
Purchasing Agent: <i>[Signature]</i>		8-9-16
County Legal: <i>[Signature]</i>		08/08/2016
Contract Listed in Budget Documentation: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">YES</span> NO		
County Budget Office: <i>[Signature]</i>		8/10/16
Budget Available and Funds are/will be Available: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">YES</span> NO		
County Auditor: <i>[Signature]</i>		8/10/16



# Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 2-Aug-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 2-Aug-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.	Paid
6	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION BASIC; TECHNICAL SUPPORT FOR VMWARE VSPHERE ENTERPRISE EDITION (V.6) 1 PROCESSOR- EMERGENCY PHONE CONSULTING- 1 YEAR- 12 X 5- RESPONSE TIME: 4 BUSINESS HOURS PART NUMBER: VS6-ENT-G-SSS-C; NOTE: 154550961; TERM: 09/01/2016-08/31/2017	\$ 563.19	\$ 3,379.14		
6	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION BASIC; TECHNICAL SUPPORT- FOR VMWARE VSPHERE ENTERPRISE EDITION (V.6) 1 PROCESSOR- EMERGENCY PHONE CONSULTING- 1 YEAR- 12 X 5- RESPONSE TIME: 4 BUSINESS HOURS PART NUMBER: VS6-ENT-G-SSS-C; NOTE: 154551091; TERM: 09/01/2016-08/31/2017	\$ 563.19	\$ 3,379.14		
6	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION BASIC; TECHNICAL SUPPORT- FOR VMWARE VSPHERE ENTERPRISE EDITION (V.6) 1 PROCESSOR- EMERGENCY PHONE CONSULTING- 1 YEAR- 12 X 5- RESPONSE TIME: 4 BUSINESS HOURS PART NUMBER: VS6-ENT-G-SSS-C; NOTE: 154551093; TERM: 09/01/2016-08/31/2017	\$ 563.19	\$ 3,379.14		
12	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION PRODUCTION; TECHNICAL SUPPORT- FOR VMWARE AND VSPHERE ENTERPRISE EDITION (V.6)- 1 PROCESSOR- EMERGENCY PHONE CONSULTING- 1 YEAR- 24 X 7- RESPONSE TIME: 30 MIN; PART NUMBER: VS6-ENT-P-SSS-C; NOTE: 154378800; TERM: 09/01/2016-08/31/2017	\$ 670.43	\$ 8,045.16		
** CONTINUED ON NEXT PAGE ** (1)						

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed and that requirements are not requested in a manner to avoid competitive bidding process

MMIT  
DHIT \_\_\_\_\_

ITSO \_\_\_\_\_ Init/Date

Charge to a/c : 11011591005423500

CR#CR608970

<p><b>Suggested Vendor : SCW</b></p>	<p>Vendors Contacted:</p> <p>#1 _____</p> <p>#2 _____</p> <p>#3 _____</p>
--------------------------------------	---------------------------------------------------------------------------

I have this date order the above material or services from vendor: 701326

Purchase Order Number: \_\_\_\_\_

Date emailed to vendor: \_\_\_\_\_

Date emailed to AP: \_\_\_\_\_

Date approved in One Solution: \_\_\_\_\_

PURCHASING AGENT



# Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 2-Aug-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 2-Aug-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.	Paid
14	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION PRODUCTION; TECHNICAL SUPPORT- FOR VMWARE VSPHERE ENTERPRISE EDITION (V.6)- 1 PROCESSOR- EMERGENCY PHONE CONSULTING- 1 YEAR- 24 X 7- RESPONSE TIME: 30 MIN; PART NUMBER: VS6-ENT-P-SSS-C; NOTE: 154378805; TERM: 09/01/2016-08/31/2017	\$ 660.35	\$ 9,244.90		
1	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION BASIC; TECHNICAL SUPPORT- FOR VMWARE VCENTER SERVER STANDARD FOR VSPHERE (V.6)- 1 INSTANCE- EMERGENCY PHONE CONSULTING- 1 YEAR- 12 X 5- RESPONSE TIME: 4 BUISNESS HOURS; PART NUMBER: VCS6-STD-G-SSS-C; NOTE: 154777244; TERM: 09/01/16-08/31/17	\$ 1,173.94	\$ 1,173.94		
1	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION PRODUCTION; TECHNICAL SUPPORT- FOR VMWARE VCENTER SERVER STANDARD FOR VSPHERE (V.6)- 1 INSTANCE- EMERGENCY PHONE CONSULTING- 1 YEAR- 24 X 7- RESPONSE TIME: 30 MIN; PART NUMBER: VCS6-STD-P-SSS-C; NOTE: 154704823; TERM: 09/01/2016-08/31/2017	\$ 1,397.73	\$ 1,397.73		
1	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION PRODUCTION; TECHNICAL SUPPORT- FOR VMWARE VCENTER SITE RECOVERY MANAGER STANDARD (V.6)- 25 VIRTUAL MACHINES- EMERGENCY PHONE CONSULTING- 1 YEAR- 24 X 7- RESPONSE TIME: 30 MIN; PART NUMBER: VC-SRM6-25S-P-SSS-C; NOTE: 155660335; TERM: 09/01/16-08/31/17	\$ 1,136.64	\$ 1,136.64		
** CONTINUED ON NEXT PAGE ** (2)						

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process.

MMIT

DHIT

ITSO

Init/Date

Charge to a/c : 11011591005423500

CR#CR608970

Suggested Vendor : SCW

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from vendor: 701326

Purchase Order Number:

Date emailed to vendor:

Date emailed to AP:

Date approved in One Solution:

PURCHASING AGENT



# Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 2-Aug-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 2-Aug-2016

Quantity	Unit	Description	Unit Price	Total	Rvcd.	Paid
1	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION PRODUCTION; TECHNICAL SUPPORT- FOR VMWARE VCENTER SITE RECOVERY MANAGER STANDARD (V.6)- 25 VIRTUAL MACHINES- EMERGENCY PHONE CONSULTING- 1 YEAR- 24 X 7- RESPONSE TIME: 30 MIN; PART NUMBER: VC-SRM6- 25S-P-SSS-C; NOTE: 155660337; TERM: 09/01/16-08/31/17	\$ 1,136.64	\$ 1,136.64		
4	EA	SOFTWARE MAINTENANCE- VMWARE SUPPORT AND SUBSCRIPTION PRODUCTION; TECHNICAL SUPPORT- FOR VMWARE VSPHERE ENTERPRISE EDITION (V.6)- 1 PROCESSOR- EMERGENCY PHONE CONSULTING- 1 YEAR- 24 X 7- RESPONSE TIME: 30 MIN; PART NUMBER: VS6-ENT-P-SSS-C; NOTE: 154493787; TERM: 09/01/2016-08/31/2017	\$ 660.35	\$ 2,641.40		
<b>TOTAL</b>				<b>\$ 34,913.83</b>		
REQUESTED BY: CLAUDIA PEREZ						
QUOTE NUMBER: 1535963						
CALL NUMBER: 116203						
FOR: ANNUAL VMWARE SUPPORT SUBSCRIPTION RENEWAL						

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process

**MMIT**  
**DHIT**

**ITSO** \_\_\_\_\_ **Init/Date**

**Charge to a/c : 11011591005423500**

**CR#CR608970**

<b>Suggested Vendor : SCW</b>	Vendors Contacted:
	#1 _____
	#2 _____
	#3 _____

**I have this date order the above material or services from vendor: 701326**

Purchase Order Number: \_\_\_\_\_

Date emailed to vendor: \_\_\_\_\_

Date emailed to AP: \_\_\_\_\_

Date approved in One Solution: \_\_\_\_\_

PURCHASING AGENT

Home Search Attachments Pending Approvals

Search Pending Approvals Reselect Select All Search Options

Previous Page Previous Next Next Page Record 1 of 1

Add Undo Export Show Grid Restore Layout Grid Options

Delete Record Info View Last Changes Threaded Notes

Save Record Options Sorts Screen Layout

PR CR608970 PO Status PR Sec Cd 1591 Aprv

Vendor Remit To Ship To Bill To

701326 Addr PA SOUTHERN COMPUTER WAREHOUSE

1800 ROSWELL RD #1060 MARIETTA, GA 30062

Phone Cd: FX (770) 579-8937

Reqst'd Aprv'd Printed

By LMICHAELS XT.6233

Date 08/02/2016

PO Total: \$34,913.83

Invoiced: \$0.00

Balance: \$34,913.83

Details Dates Blanket Req Codes Misc

Confirming Person

Cust / Order #

Bid #

Contract #

End Use

Buyer

PO Type P

Pay By Amount

Account Terms

Items Association Codes Compliance Notes

Items

Item Number	Quantity	Fully Qualified Account No	Units	Description	Unit Price	Extended
0001	6	GL 11011591005423500	EA	SOFTWARE MAINTENANCE-VMWARE SUPPORT	563.19	563.19
0002	6	GL 11011591005423500	EA	SOFTWARE MAINTENANCE-VMWARE SUPPORT	563.19	563.19

1 / 10



Galveston County

**INFORMATION TECHNOLOGY**

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**5WH VMWARE SUPPORT SUBSCRIPTION**

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**Who:** Infrastructure Support

**What:** Support subscription renewal for:  
VMware vSphere Enterprise (Operating system for hosts)  
VMware vCenter Server (Management/Configuration consoles for production and DR sites)  
VMware vCenter Site Recovery Manager  
Coverage Period: 9/1/2016 – 8/31/2017  
Contract # 32773491

**Where:** Courthouse Datacenter

**When:** July 30, 2016

**Why:** This support is needed as many of the critical servers are now virtualized depending this way on vSphere hosts.

**How:** By renewing the support services VMware products (See attached quote for a list of items)

Estimated costs: \$36,000 (see attached quote for itemized items)

**Charge to:** \_\_\_\_\_ 5423500 \_\_\_\_\_

**Submitted by:** \_\_\_\_\_ **Claudia Perez** \_\_\_\_\_ **Date:** \_\_\_\_\_ **07/25/2016** \_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
IT Director / Assistant IT Director

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Southern Computer Warehouse  
 Marietta, GA United States

Certificate Number:  
 2016-92189

Date Filed:  
 07/29/2016

Date Acknowledged:  
 8/9/16

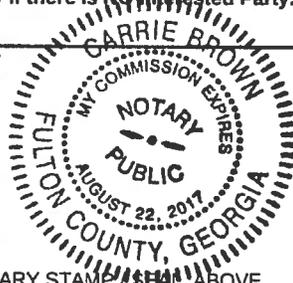
**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Galveston County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 1535963  
 VMWare software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO interested Party.**

**6 AFFIDAVIT**



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Joe Reardon  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Joe Reardon, this the 29 day of July, 2016, to certify which, witness my hand and seal of office.

Carrie Brown      Carrie Brown      CCO  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

# Galveston County Information Technology Call Report - Call Number 116203

Call Details as at 9:24:55 AM, 7/28/2016

## Call Details

<b>Type:</b> Request/Service	<b>Customer:</b> Perez, Claudia
<b>Call Ref/Job Ref:</b> /	<b>Customer VIP Status:</b> Unspecified
<b>IPK Status:</b> Service Request	<b>Telephone:</b> 409-770-6201
<b>IPK Stream:</b> Default	<b>Organization:</b> Information Technology
<b>Service:</b> PURCHASE REQUEST	<b>Location:</b> Court House
<b>Config Item:</b> SERVER HARDWARE	<b>Logged By:</b> Perez, Claudia
<b>Outage Created:</b> N	<b>Current Officer:</b> Perez, Claudia
<b>Call Priority:</b> Low	<b>Current Group:</b> Administration
<b>Call State:</b> Open	<b>Forward to Officer:</b>
<b>Call Status:</b> Undefined	<b>Forward to Group:</b> Administration
<b>Call Physical Status:</b> Forward Internally	
<b>Call Description:</b> Support subscription renewal for: VMware vSphere Enterprise (Operating system for hosts) VMware vCenter Server (Management/Configuration consoles for production and DR sites) VMware vCenter Site Recovery Manager Coverage Period: 9/1/2016 – 8/31/2017 Contract # 32773491	

## Call Dates, Times and Expenses

<b>Logged:</b> 7/25/2016 2:33:04 PM	<b>Time Solving:</b> 0 hrs 42 mins	<b>Total Expenses:</b> \$0.00
<b>Last Action:</b> 7/25/2016 5:13:20 PM	<b>Downtime:</b> 66 hrs 51 mins	

## Objects

Object Name	Upload/Update Date	Description	Security Profile
VMware support Renewal 2016.docx	7/25/2016 3:13:25 PM	5WH	Unspecified
SHI Quote-11889130.pdf	7/25/2016 3:13:41 PM	SHI Quote	Unspecified
SCW-Quote 1535963.pdf	7/25/2016 3:13:53 PM	SCW Quote	Unspecified
UDI-Galveston_071516_VMware_Maint.pdf	7/25/2016 3:14:03 PM	UDI Quote	Unspecified
CDW-HFTZ610.pdf	7/25/2016 5:13:08 PM	CDW - Quote	Unspecified

## Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
7/25/2016 2:33:04 PM	Perez, Claudia	Y	Unspecified	[Object VMware support Renewal 2016.docx Uploaded] 5WH
7/25/2016 2:33:04 PM	Perez, Claudia	Y	Unspecified	[Object SHI Quote-11889130.pdf Uploaded] SHI Quote
7/25/2016 2:33:04 PM	Perez, Claudia	Y	Unspecified	[Object SCW-Quote 1535963.pdf Uploaded] SCW Quote
7/25/2016 2:33:04 PM	Perez, Claudia	Y	Unspecified	[Object UDI-Galveston_071516_VMware_Maint.pdf Uploaded] UDI Quote
7/25/2016 3:14:13 PM	Perez, Claudia	Y	Unspecified	[Call Updated]
7/25/2016 3:14:52 PM	Perez, Claudia	Y	Unspecified	[Call Forward Internally to Group (Administration)]
7/25/2016 5:12:55 PM	Perez, Claudia	Y	Unspecified	[Open Forwarded Call by Perez, Claudia]
7/25/2016 5:12:55 PM	Perez, Claudia	Y	Unspecified	[Object CDW-HFTZ610.pdf Uploaded] CDW - Quote
7/25/2016 5:13:11 PM	Perez, Claudia	Y	Unspecified	[Call Updated]
7/25/2016 5:13:15 PM	Perez, Claudia	Y	Unspecified	[IPK rule Route calls from Portal to Service Desk over-ridden by Perez, Claudia]

7/25/2016 5:13:20 PM	Perez, Claudia	Y	Unspecified	[Call Forward Internally to Group (Administration)]
7/25/2016 5:13:20 PM	Perez, Claudia	Y	Unspecified	[Notifications by workflow rule(s)]

Workflow Rule: Notify Customer  
Recipients:  
Perez, Claudia



**Southern Computer Warehouse**  
 1395 S. Marietta Parkway  
 Building 300  
 Marietta, Georgia 30067  
 United States  
 http://www.scw.com  
 (P) 877-GOTOSCW  
 (F) 770.579.8937

**Quotation (Open)**

<b>Date</b>	Jul 21, 2016 02:09 PM EDT
<b>Doc #</b>	1535963 - rev 1 of 1
<b>Description</b>	VMWare renewal
<b>SalesRep</b>	Reardon, Josh (P) 877-468-6729
<b>Customer Contact</b>	Perez, Claudia (P) 409-762-8621 claudia.perez@co.galveston.tx.us

**Customer**

Galveston County TX (GT4418)  
 Perez, Claudia  
 722 Moody St., Ste. 202  
 Galveston, TX 77550  
 United States  
 (P) (409) 770-5376  
 (F) (409) 621-7990

**Bill To**

Galveston County TX  
 ACCOUNTS, PAYABLE  
 PO Box 1418  
 Galveston, TX 77553  
 United States  
 denise.guess@co.galveston.tx.us

**Ship To**

Galveston County TX  
 REF, PO  
 722 Moody AVE  
 2ND FL INTO TECH  
 Galveston, TX 77550  
 United States  
 (P) 409-770-5377  
 (F)  
 denise.guess@co.galveston.tx.us

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> GROUND
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
1	VMware Support and Subscription Basic Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 12x5 - response time: 4 business hours Note: 154550961 01-SEP-16 - 31-AUG-17	VS6-ENT-G-SSS-C	6	\$563.19	\$3,379.14
2	VMware Support and Subscription Basic Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 12x5 - response time: 4 business hours Note: 154551091 01-SEP-16 - 31-AUG-17	VS6-ENT-G-SSS-C	6	\$563.19	\$3,379.14
3	VMware Support and Subscription Basic Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 12x5 - response time: 4 business hours Note: 154551093 01-SEP-16 - 31-AUG-17	VS6-ENT-G-SSS-C	6	\$563.19	\$3,379.14
4	VMware Support and Subscription Production Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min Note: 154378800 01-SEP-16 - 31-AUG-17	VS6-ENT-P-SSS-C	12	\$670.43	\$8,045.16
5	VMware Support and Subscription Production Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min Note: 154378805 01-SEP-16 - 31-AUG-17	VS6-ENT-P-SSS-C	14	\$660.35	\$9,244.90
6	VMware Support and Subscription Basic Technical support - for VMware vCenter Server Standard for vSphere ( v. 6 ) - 1 instance - emergency phone consulting - 1 year - 12x5 - response time: 4 business hours Note: 154777244 01-SEP-16 - 31-AUG-17	VCS6-STD-G-SSS-C	1	\$1,173.94	\$1,173.94
7	VMware Support and Subscription Production Technical support - for VMware vCenter Server Standard for vSphere ( v. 6 ) - 1 instance - emergency phone consulting - 1 year - 24x7 - response time: 30 min Note: 154704823 01-SEP-16 - 31-AUG-17	VCS6-STD-P-SSS-C	1	\$1,397.73	\$1,397.73

#	Description	Part #	Qty	Unit Price	Total
8	VMware Support and Subscription Production Technical support - for VMware vCenter Site Recovery Manager Standard ( v. 6 ) - 25 virtual machines - emergency phone consulting - 1 year - 24x7 - response time: 30 min Note: 155660335 01-SEP-16 - 31-AUG-17	VC-SRM6-25S-P-SSS-C	1	\$1,136.64	\$1,136.64
9	VMware Support and Subscription Production Technical support - for VMware vCenter Site Recovery Manager Standard ( v. 6 ) - 25 virtual machines - emergency phone consulting - 1 year - 24x7 - response time: 30 min Note: 155660337 01-SEP-16 - 31-AUG-17	VC-SRM6-25S-P-SSS-C	1	\$1,136.64	\$1,136.64
10	VMware Support and Subscription Production Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min Note: 154493787 01-SEP-16 - 31-AUG-17	VS6-ENT-P-SSS-C	4	\$660.35	\$2,641.40

BEST PRICE  
NO CONTRACT  
OPEN MARKET

Subtotal: \$34,913.83  
Tax (0.000%): \$0.00  
Shipping: \$0.00  
**Total: \$34,913.83**

Quote valid for 30 days unless formal bid provides different term.  
Promotional pricing is valid only during term of promotion and while supplies last.

All returns must be authorized and clearly marked with a valid RMA number. RMA's are subject to restock fees when applicable.

These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Please note that expedited shipping charges are estimated, and could decrease or increase when invoiced.

All prices are subject to change without notice. Supply subject to availability.

Hi,

Below is the quote for the products you have requested. Please send all new requests to [texas@shi.com](mailto:texas@shi.com).

If you have any questions regarding this quote, feel free to contact me at [Jeff\\_Rosen@SHI.com](mailto:Jeff_Rosen@SHI.com).

Regards,  
Jeff



**Pricing Proposal**

<b>Quotation #:</b>	11889130
<b>Description:</b>	VMware Renewal
<b>Created On:</b>	Jul-14-2016
<b>Valid Until:</b>	Aug-19-2016

**GALVESTON CO**

**Claudia Perez**  
722 MOODY 202  
ATTN: ACCOUNTS PAYABLE  
GALVESTON, TX 77550  
United States  
Phone: (409) 770-6201  
Fax:  
Email: [claudia.perez@co.galveston.tx.us](mailto:claudia.perez@co.galveston.tx.us)

**Inside Account Manager**

**Jeff Rosen**  
1301 South Mo-Pac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 800-870-6079 ext 8686150  
Fax: (512)732-0232  
Email: [Jeff\\_Rosen@shi.com](mailto:Jeff_Rosen@shi.com)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Basic Support Coverage VMware vSphere 6 Enterprise for 1 processor VMware - Part#: VS6-ENT-G-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	6	\$567.76	\$3,406.56
2 Basic Support Coverage VMware vSphere 6 Enterprise for 1 processor VMware - Part#: VS6-ENT-G-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	6	\$567.76	\$3,406.56
3 Basic Support Coverage VMware vSphere 6 Enterprise for 1 processor VMware - Part#: VS6-ENT-G-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	6	\$567.76	\$3,406.56
4 VMware Support and Subscription Production - Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VS6-ENT-P-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	12	\$675.86	\$8,110.32
5 VMware Support and Subscription Production - Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VS6-ENT-P-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	14	\$675.86	\$9,462.04
6 Basic Support Coverage VMware vCenter Server 6 Standard for vSphere 6 (Per Instance) VMware - Part#: VCS6-STD-G-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	1	\$1,183.46	\$1,183.46
7 VMware Support and Subscription Production - Technical support - for VMware vCenter Server Standard for vSphere ( v. 6 ) - 1 instance - emergency phone	1	\$1,409.06	\$1,409.06

consulting - 1 year - 24x7 - response time: 30 min  
VMware - Part#: VCS6-STD-P-SSS-C  
Coverage Term: Sep-01-2016 – Aug-31-2017

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8	VMware Support and Subscription Production - Technical support - for VMware vCenter Site Recovery Manager Standard ( v. 6 ) - 25 virtual machines - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VC-SRM6-25S-P-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	1	\$1,145.86	\$1,145.86
9	VMware Support and Subscription Production - Technical support - for VMware vCenter Site Recovery Manager Standard ( v. 6 ) - 25 virtual machines - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VC-SRM6-25S-P-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	1	\$1,145.86	\$1,145.86
10	VMware Support and Subscription Production - Technical support - for VMware vSphere Enterprise Edition ( v. 6 ) - 1 processor - emergency phone consulting - 1 year - 24x7 - response time: 30 min VMware - Part#: VS6-ENT-P-SSS-C Coverage Term: Sep-01-2016 – Aug-31-2017	4	\$675.86	\$2,703.44

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Subtotal	\$35,379.72
Shipping	\$0.00
Total	\$35,379.72

#### Additional Comments

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Thank you for choosing SHI Government Solutions.

The Products and Services above are available from SHI Government Solutions via DIR Contract # DIR-SDD-2500

#### Retrieve your quote:

<https://www.shi.com/Quotes/Quoteinfo.aspx>

---

*The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.*

# QUOTE CONFIRMATION



DEAR CLAUDIA PEREZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

Thanks!



**ACCOUNT MANAGER NOTES:** Chris Fuchs  
866-339-4117 phone  
312-705-8262 fax  
chris.fuchs@cdwg.com

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HFTZ610	7/14/2016	VMWARE RNWL	3269894	\$36,607.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>FED VMW VSPHERE 6 ENT 1P BSS 1Y</u> Mfg. Part#: VS6-ENT-G-SSS-F Electronic distribution - NO MEDIA Contract: Texas Carahsoft VMWare DIR SDD 2035 (DIR-SDD-2035)	18	3658423	\$590.00	\$10,620.00
<u>FED VMW VCTR SRV STD F/VSPH 6 BSS 1Y</u> Mfg. Part#: VCS6-STD-G-SSS-F Electronic distribution - NO MEDIA Contract: Texas Carahsoft VMWare DIR SDD 2035 (DIR-SDD-2035)	1	3658396	\$1,044.00	\$1,044.00
<u>VMware Support and Subscription Production - technical support - for VMware</u> Mfg. Part#: VS6-ENT-P-SSS-F UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Texas Carahsoft VMWare DIR SDD 2035 (DIR-SDD-2035)	30	3651400	\$700.00	\$21,000.00
<u>VMware Support and Subscription Production - technical support - for VMware</u> Mfg. Part#: VCS6-STD-P-SSS-F UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Texas Carahsoft VMWare DIR SDD 2035 (DIR-SDD-2035)	1	3651404	\$1,555.00	\$1,555.00
<u>VMware Support and Subscription Production - technical support - for VMware</u> Mfg. Part#: VC-SRM6-25S-P-SSS-F UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: Texas Carahsoft VMWare DIR SDD 2035 (DIR-SDD-2035)	2	3993401	\$1,194.00	\$2,388.00

PURCHASER BILLING INFO	SUBTOTAL	\$36,607.00
<b>Billing Address:</b> GALVESTON COUNTY AUDITORS OFFICE ACCTS PAYABLE PO BOX 1418 GALVESTON, TX 77553-1418 Phone: (409) 770-5304 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	GRAND TOTAL	\$36,607.00
	Please remit payments to:	
DELIVER TO		

**Shipping Address:**  
GALVESTON COUNTY AUDITORS OFFICE  
INFORMATION TECHNOLOGY  
722 21ST ST  
2ND FL  
GALVESTON, TX 77550-2317  
**Shipping Method:** ELECTRONIC DISTRIBUTION

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION



Chris Fuchs

| (866) 339-4117

| [chris.fuchs@cdwg.com](mailto:chris.fuchs@cdwg.com)

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at  
<http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.200.4239



# Quote

Date	Quote #
15-Jul-16	Galveston_071516_VMware_Maint

**Bill To:** Galveston County  
**Ship To:** Galveston County  
**Sales Rep:** Dustin Huffman  
 Unique Digital, Inc.  
 10595 Westoffice Drive  
 Houston, TX 77042  
 (713) 777-0447

Item #	Description	Qty	Unit Price	Ext. Price
<b>VMware Maintenance</b>				
<b>Contract Valid 9/1/2016 to 8/31/2017</b>				
1	VS6-ENT-G-SSS-F Basic Support Coverage VMware vSphere 6 Enterprise for 1 processor	18	\$604.00	\$10,872.00
2	VS6-ENT-P-SSS-F Production Support Coverage VMware vSphere 6 Enterprise for 1 processor	26	\$719.00	\$18,694.00
3	VCS6-STD-G-SSS-F Basic Support Coverage VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	1	\$1,259.00	\$1,259.00
4	VCS6-STD-P-SSS-F Production Support Coverage VMware vCenter Server 6 Standard for vSphere 6 (Per Instance)	1	\$1,499.00	\$1,499.00
5	VC-SRM6-25S-P-SSS-F Production Support Coverage VMware Site Recovery Manager 6 Standard (25 VM Pack)	2	\$1,219.00	\$2,438.00
6	VS6-ENT-P-SSS-C Production Support Coverage VMware vSphere 6 Enterprise for 1 processor	4	\$719.00	\$2,876.00
<b>SUBTOTAL</b>				<b>\$37,638.00</b>

**Subtotal** \$37,638.00  
**Estimated Sales Tax** Will Invoice  
**Estimated Shipping** Will Invoice  
**Total** \$37,638.00

**SIGNATURE**

\*\* Leasing Options Available  
 \*\* Restocking Fees May Apply if Purchase Order Cancelled  
 \*\* 4% Credit Card Fee Applicable  
 \*\* Terms: Net 30

# AGENDA ITEM #6.

PO → CM



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department						
1. Date of Request: 08/09/2016	2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> No		
4. Department Name: Information Technology				5. Department Contact: Winson James		
6. Description: Hyena Enterprise software license renewal						
7. IFAS PEID No: 703362	8. IFAS Req No: CR609132		9. Orgkey: 1101159100	10. Object Code: 5423500		
11. Vendor: SystemTools				12. Vendor Contract No:		
13. Requested Legal Review: Yes / No (Explain if No)						

Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5423500	\$1,901,559.00	\$880.00				
22. Totals:		\$1,901,559.00	\$880.00				

To Be Completed By Purchasing Department		
Contract Start Date: 10/1/16	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 9/30/18	Contract # Issued By Purchasing: CM16532	Form 1295 Certificate #: 2016-96102

Approved By: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Head: Sunny James 8/9/2016

Purchasing Agent: [Signature] 8-9-16

County Legal: [Signature] 08/09/2016

Contract Listed in Budget Documentation: YES NO

County Budget Office: [Signature] 8/9/16

Budget Available and Funds are/will be Available: YES NO

County Auditor: [Signature] 8/10/16



Home Search Attachments Pending Approvals

Search Reselect Select All Previous Page Previous Next Next Page Add Undo Export Show Grid Restore Layout Save Record Info Threaded Notes View Last Changes Record Options Grid Options Sets Screen Layout

PR CR609132 PO Status PR Sec Cd 1591 Aprv

Vendor RemitTo ShipTo BillTo

159100 Addr SA  
INFORMATION TECHNOLOGY  
722 MOODY AVE 2ND FL  
GALVESTON, TX 77550

Reqs't'd Aprv'd Printed

By LMICHAELS XT 6233  
Date 08/09/2016

Details Dates Blanket Req. Codes Misc.

Req Codes  
RR  
NT

PO Total: \$880.00  
Invoiced: \$0.00  
Balance: \$880.00

Items Association Codes Compliance Notes

Item Number	Quantity	Fully Qualified Account No.	Units	Description
0001	1	GL 11011591005423500	EA	SOFTWARE MAINTENANCE MAINTENANCE
0002	0	GL 11011591005423500		

2 / 2 Add Mode



Galveston County

**INFORMATION TECHNOLOGY**

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**5WH HYENA SOFTWARE LICENSE RENEWAL - 2016**

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**Who:** Infrastructure Support

**What:** Hyena Enterprise Edition 2 yr maintenance/license renewal. This software is purchased from SystemTools.com  
Coverage: 10/1/16 – 9/30/18

**Where:** IT Datacenter

**When:** August 11, 2016 (Expires September 30<sup>th</sup> 2016)

**Why:** Hyena is the software used to perform administrative tasks by the server team, the help desk and the enterprise team. This software allows the user to work with User and Group Accounts, Printers, Exchange Mailbox properties as well as exporting most of these in report format.

**How:** Obtain quotes from vendor, issue purchase order. (See initial quote attached)

Estimated costs:

Hyena Enterprise maintenance for 10 licenses      \$880.00 (2yrs)  
Term 10/1/2016 through 9/30/2018

**Charge to:**       5423500      

**Submitted by:**       Claudia Perez            **Date:**   07/27/16  

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
IT Director / Assistant IT Director

# Galveston County Information Technology Call Report - Call Number 116316

Call Details as at 9:23:13 AM, 7/28/2016

## Call Details

<b>Type:</b> Request/Service	<b>Customer:</b> Perez, Claudia
<b>Call Ref/Job Ref:</b> /	<b>Customer VIP Status:</b> Unspecified
<b>IPK Status:</b> Service Request	<b>Telephone:</b> 409-770-6201
<b>IPK Stream:</b> Default	<b>Organization:</b> Information Technology
<b>Service:</b> PURCHASE REQUEST	<b>Location:</b> Court House
<b>Config Item:</b> SERVER HARDWARE	<b>Logged By:</b> Perez, Claudia
<b>Outage Created:</b> N	<b>Current Officer:</b> Perez, Claudia
<b>Call Priority:</b> Low	<b>Current Group:</b> Servers
<b>Call State:</b> Open	<b>Forward to Officer:</b>
<b>Call Status:</b> Undefined	<b>Forward to Group:</b> Administration
<b>Call Physical Status:</b> Forward Internally	
<b>Call Description:</b> Hyena Enterprise Edition 2 yr maintenance/license renewal. This software is purchased from SystemTools.com Coverage: 10/1/16 – 9/30/18	

## Call Dates, Times and Expenses

<b>Logged:</b> 7/27/2016 5:44:31 PM	<b>Time Solving:</b> 0 hrs 2 mins	<b>Total Expenses:</b> \$0.00
<b>Last Action:</b> 7/27/2016 5:46:47 PM	<b>Downtime:</b> 15 hrs 39 mins	

## Objects

Object Name	Upload/Update Date	Description	Security Profile
Hyena Maintenance Renewal 2016.docx	7/27/2016 5:45:40 PM	5WH	Unspecified
Galveston County 2016.pdf	7/27/2016 5:46:29 PM	Quote	Unspecified

## Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
7/27/2016 5:44:31 PM	Perez, Claudia	Y	Unspecified	[Object Hyena Maintenance Renewal 2016.docx Uploaded] 5WH
7/27/2016 5:44:31 PM	Perez, Claudia	Y	Unspecified	[Object Galveston County 2016.pdf Uploaded] Quote
7/27/2016 5:46:31 PM	Perez, Claudia	Y	Unspecified	[Call Updated]
7/27/2016 5:46:47 PM	Perez, Claudia	Y	Unspecified	[Call Forward Internally to Group (Administration)]



P O Box 1209  
 13212 US Highway 87 West  
 La Vernia, TX 78121

## Sales Quote

Date	Quote #
7/26/2016	128401

Rep

Name / Address
Galveston County Claudia Perez PO Box 1418 Galveston TX 77553

			Project	
Item	Description	Qty	Cost	Total US Dollars
HYMR2	Maintenance Renewal - 2 year Hyena 10-Administrator Enterprise Edition License 1g91-5jkn-1fh3-2985 Term 10/01/2016 through 9/30/2018	1	880.00	880.00
Note-Order	We accept all major credit cards or company purchase order. You can place your order by phone with a credit card by calling 830-779-2349, or fax a Purchase Order to 830-779-2191 or email to sales@systemtools.com for 30 day terms.			
This Sales Quote is in effect for 30 days			Sales Tax (0.0%)	\$0.00
			<b>Total US Dollars</b>	<b>\$880.00</b>

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SystemTools Software Inc  
La Vernia, TX United States

Certificate Number:  
2016-96102

Date Filed:  
08/08/2016

Date Acknowledged:  
**8/9/16**

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

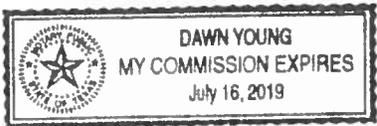
128401  
Hyena software, maintenance and support

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Shirley Stanush  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Shirley Stanush, this the 8<sup>th</sup> day of August, 2016, to certify which, witness my hand and seal of office.

Dawn Young  
Signature of officer administering oath

DAWN YOUNG  
Printed name of officer administering oath

NOTARY PUBLIC  
Title of officer administering oath

# AGENDA ITEM #7.



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department								
1. Date of Request: 08/09/2016		2. Contract Type: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Expense</span>			Revenue	Other	3. Renewal Contract: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Yes</span> No	
4. Department Name: Information Technology					5. Department Contact: Winson James			
6. Description: Implementation of OneSolution employee online on behalf of Human Resources and Treasurers' Office								
7. IFAS PEID No:	707408	8. IFAS Req No:	CR605889	9. Orgkey:	3100159104	10. Object Code:	5784000	
11. Vendor: SunGard Public Sector					12. Vendor Contract No:			
13. Requested Legal Review: Yes / No (Explain if No)								
Expenditure Budget / Revenue Projections								
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected	
CIP Tech Projects	5784000	\$564,006.64	\$43,800.00					
22. Totals:		\$564,006.64	\$43,800.00					
To Be Completed By Purchasing Department								
Contract Start Date: 10/1/16		Auto Renewal Contract: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">Yes</span> / No			Bid No: 21A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM16246			Form 1295 Certificate #:			

① extends master 12 (CM2198) Months

② No HB1295

Approved By:	Signature	Date
Department Head: <u>Sonny James</u>		8/9/2016
Purchasing Agent: <u>[Signature]</u>		8-9-16
County Legal: <u>[Signature]</u>		08/09/2016
Contract Listed in Budget Documentation: YES NO		
County Budget Office: <u>[Signature]</u>		8/9/16
Budget Available and Funds are/will be Available: <span style="border: 1px solid black; border-radius: 50%; padding: 2px;">YES</span> NO		
County Auditor: <u>[Signature]</u>		8/10/16



# Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 4-Apr-2016

Deliver To : INFORMATION TECHNOLOGY

Date Required : 4-Apr-2016

Quantity	Unit	Description	Unit Price	Total	#1	#2	#3
27100	EA	LICENSE- ONESOLUTION EMPLOYEE ONLINE MODULE; PRODUCT CODE: OS-FIN-EO	\$ 1.00	\$ 27,100.00			
2560	EA	PROFESSIONAL SERVICES- ONESOLUTION EMPLOYEE ONLINE; PRODUCT CODE: OS-FIN-EO	\$ 1.00	\$ 2,560.00			
700	EA	INSTALLATION- ONESOLUTION EMPLOYEE ONLINE MODULE; PRODUCT CODE: OS-FIN-EO	\$ 1.00	\$ 700.00			
3840	EA	TRAINING- ONESOLUTION EMPLOYEE ONLINE MODULE; PRODUCT CODE: OS-FIN-EO	\$ 1.00	\$ 3,840.00			
9600	EA	DEVELOPMENT- ONESOLUTION EMPLOYEE ONLINE MODULE; PRODUCT CODE: OS-FIN-EO	\$ 1.00	\$ 9,600.00			
<b>TOTAL</b>				<b>\$ 43,800.00</b>			
REQUESTED BY: REBECCA GALINDO							
QUOTE NUMBER: Q-00018272							
FOR: IMPLEMENTATION OF ONESOLUTION							
EMPLOYEE ONLINE ON BEHALF OF HUMAN							
RESOURCES AND TREASURERS' OFFICE PAYROLL							
GROUP							

I certify the above are required for discharge of my official duties, and I hereby authorize the Purchasing Agent to commit budgeted funds for the purchase thereof and further certify that the requisition contains all separate, sequential and/or components of the item(s) listed, and that requirements are not requested in a manner to avoid competitive bidding process

MMIT

DHIT

ITSO

Init/Date

Charge to a/c : 31001591045784000

CR#CR605889

Suggested Vendor : SUNGARD PUBLIC SECTOR

Vendors Contacted:

#1 \_\_\_\_\_  
#2 \_\_\_\_\_  
#3 \_\_\_\_\_

I have this date order the above material or services from vendor: 707408

Quotations obtained by:

- Sealed Bids  
 Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered:

0605010  
4/20/2016

20

PURCHASING AGENT

\*mailed to the vendor on 4/20/2016

[Home](#) | [Search](#) | [Attachments](#) | [Pending Approvals](#)

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[Show Grid](#) | [Restore Layout](#) | [Grid Options](#) | [Sorts](#) | [Screen Layout](#)

**PR: CR605889** | **PO:** | **Status:** PR | **Sec Cd:** 1591 | **Aprv:**

[Reqst'd](#) | [Aprv'd](#) | [Printed](#) | [Details](#) | [Dates](#) | [Blanket](#) | [Req. Codes](#) | [Misc.](#)

**Vendor:** 707408 | **ShipTo:** | **BillTo:** | **Address:** PA

SINGARD PUBLIC SECTOR INC  
 1000 BUSINESS CENTER DR  
 LAKE MARY, FL 32746

**Phone Cd:** FX | **Phone:** (407) 304-1045

**By:** LMICHAELS XT.6233 | **Date:** 04/04/2016

**PO Total:** \$43,800.00 | **Invoiced:** \$0.00 | **Balance:** \$43,800.00

**Confirming Person:** | **Cust / Order #:** | **Bid #:** | **Contract #:** | **End Use:** | **Buyer:**

**PO Type:** B | **Account Terms:**

[Items](#) | [Association Codes](#) | [Compliance](#) | [Notes](#)

Item Number	Quantity	Fully Qualified Account No.	Description	Units	Unit Price	Extend
0001	27,100 GL	31001591045784000	LICENSE - ONESOLUTION EMPLOYEE ONL	1	1.00	
0002	2,560 GL	31001591045784000	PROFESSIONAL SERVICES - ONESOLUTION	1	1.00	
0003	700 GL	31001591045784000	INSTALLATION - ONESOLUTION EMPLOYE	1	1.00	
0004	3,840 GL	31001591045784000	TRAINING - ONESOLUTION EMPLOYEE ON	1	1.00	

1 / 5



**5WH- OneSolution Employee Online**

**CAR Form Description (Goes on Agenda):**

Implementation of OneSolution Employee Online on behalf of Human Resources and Treasurers' Office, payroll group.

**Note: Don't forget to include "Submitted by I.T. on behalf of...." in the above text.**

**What:** Employee Online is a web based employee self-service portal providing 24/7 convenient access to personal information, pay stubs, W-2 forms, and more.

**Who:** All Galveston County Employees

**Where:** Housed on a virtual server with access outside the firewall.

**When:** Prior to October 1, 2016

**Why:** Automate processes that HR and Payroll staff normally handle to provide time and money savings with employee self-service.

**How: Procure from:** SunGard Public Sector

Item / Description	Quantity	Units	Total \$
OneSolution Employee Online Module	1	EA	27,100
Project Management	1	EA	2,560
Install	1	EA	700
Training	1	EA	3,840
Development	1	EA	9,600
Maintenance (Annual cost of 4,336)			
			43,800
			<b>Total \$</b>

**Submitting documents / info:** Rebecca Galindo

**Charge to account:** 3100159104 5784000

**Submitted by:** *Rebecca Galindo*

**Date:** 4/4/2016

**Approved by:** *Sonny James*  
IT Director / Assistant IT Director

**Date:** 04 / 04 / 2016

The logo features the text 'SUNGARD® PUBLIC SECTOR ONE Solution™' in a large, white, sans-serif font, with 'ONE' being significantly larger than the other words. Below this, 'EMPLOYEE ONLINE' is written in a smaller, white, sans-serif font. The background is a dark, slightly blurred image of a computer keyboard and mouse, with a blue diagonal stripe at the bottom.

# SUNGARD® PUBLIC SECTOR ONE Solution™ EMPLOYEE ONLINE

Employee Online is the web based employee self-service portal for access to personal information, pay stubs, what-if calculator, W-2 forms, open enrollment and more. Employees have 24/7 convenient access to view many meaningful aspects of their employment while also updating the key information the organization allows. By automating many of the processes that Human Resources departments normally handle you can save time, money and the environment with employee self-service.

## Features

- View and update address, emergency contacts, family and dependents
- View check stubs and direct deposit advice online
- View and print W2-forms online
- Manage direct deposit accounts to multiple banks including percent, amount and net calculations
- Provides Online Open Enrollment for various benefit categories
- Allows for benefit updates outside of open enrollment for qualifying events
- Provide links to benefit providers and other benefit related documentation
- Modify deferred compensation pre-tax deductions such as 457 and 401(k) savings plans
- View and update federal and state tax-filing status
- Provides what-If calculator for employee to model their gross, pre-tax deductions, filing status, exemptions and post-tax deductions for net effect on earnings and pay
- View all leave time accrued and used over the user defined time frame
- View the status of current positions and prior positions with the organization
- View employee education, skills, training, licenses, certifications, course history and tuition reimbursement
- Review contact information from an employee directory such as phone numbers and e-mail addresses for all employees
- Administrator ability to impersonate user for organizational help and support
- View transactions first for auditing and control then send them to Human Resources to update employee records automatically
- Flexible set up and options to allow for client specific configurations

**Quote Prepared By:**

Jim Nelson  
1000 Business Center Dr  
Lake Mary, FL 32746  
Phone: (407) 304-3866 Fax:  
Email: james.nelson@sungardps.com

**Quote Prepared For:**

Sonny James  
Galveston County  
722 Moody Ave  
Galveston, TX 77550  
409-770-6250

**Quote** Q-00018272 **Date** 03/08/2016 **Valid Until** 09/30/2016

**License Fees**  
**HR/Payroll**

Product Code	Product Name	Quantity	Ext Price	Total	Maintenance
OS-FIN-EO	ONESolution Employee Online	1	27,100.00	27,100.00	4,336.00
<b>Totals:</b>			<b>\$27,100.00</b>	<b>\$27,100.00</b>	<b>\$4,336.00</b>

**Professional Services**  
**HR/Payroll**

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
OS-FIN-EO	ONESolution Employee Online	2,560.00	700.00	3,840.00	-	-	9,600.00	16,700.00
		<b>\$2,560.00</b>	<b>\$700.00</b>	<b>\$3,840.00</b>	-	-	<b>\$9,600.00</b>	<b>\$16,700.00</b>

**SunGard Public Sector Products & Services**

<b>License Fees:</b>	\$27,100.00
<b>Subtotal:</b>	\$27,100.00
<b>Professional Services:</b>	\$16,700.00
<b>Total:</b>	\$43,800.00
<b>Maintenance:</b>	\$4,336.00

**Comments:**

Travel and Living Expenses are not include and will be invoiced according to SunGard's travel policy if onsite training is requested/required.

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed

above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

**SunGard Public Sector Application Annual Support:** Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

**Third Party Product Annual Support Fees:** The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Galveston County

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Public Sector

# Xerox WorkCentre 7845 SMTP Transfer Report



**Job Status: SUCCESS** Job has been transferred to the SMTP server.

## Job Information

Device Name: IT27XER  
Submission Date: 04/21/16  
Submission Time: 10:22 AM  
Images Scanned: 6  
Size: 580147  
Attachment Name: CR605889.pdf  
Format: Image-Only PDF  
Encrypted E-mail: No

## SMTP Server

Address: SMTP.gc.pri:25

## Message Settings:

Subject: CR605889  
From: noreply@co.galveston.tx.us  
Reply To: noreply@co.galveston.tx.us  
To:

1. prodac@co.galveston.tx.us
2. Erin.Quiroga@co.galveston.tx.us
3. Denise.Guess@co.galveston.tx.us
4. IT-Admin@co.galveston.tx.us

**AGENDA ITEM #8.**



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

To Be Completed By Department							
1. Date of Request: 8/8/2016		2. Contract Type: Expense      Revenue <u>Other</u>			3. Renewal Contract: Yes <u>No</u>		
4. Department Name: Road & Bridge				5. Department Contact: Lee Crowder x5707			
6. Description: Interlocal contract with the City of LaMarque.							
7. IFAS PEID No: 033209		8. IFAS Req No:		9. Orgkey:		10. Object Code:	
11. Vendor: City of LaMarque				12. Vendor Contract No:			
13. Requested Legal Review: <u>Yes</u> No (Explain if No)							
Expenditure Budget / Revenue Projections							
14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
2301 312120	5324001	\$345,841.59	\$345,841.59				
22. Totals:		\$345,841.59	\$345,841.59				
To Be Completed By Purchasing Department							
Contract Start Date: 8/16/16		Auto Renewal Contract: Yes <u>No</u>		Bid No: N/A			
Contract End Date: 9/30/17		Contract # Issued By Purchasing: CM16245		Form 1295 Certificate #: N/A			

*Dates are reestimated*

*Budgeted in FY 2017*

Approved By:	Signature	Date
Department Head:	<i>Lee Crowder</i>	8-9-16
Purchasing Agent:	<i>[Signature]</i>	8-9-16
County Legal:	<i>Myra Kemp</i>	8-9-16
Contract Listed in Budget Documentation: YES NO		
County Budget Officer:	<i>[Signature]</i>	8/11/16
Budget Available and Funds are/will be Available: <u>YES</u> NO		
County Auditor:	<i>[Signature]</i>	8/10/16

State of Texas §  
County of Galveston §

**Resolution of the Galveston County Commissioners Court  
Approving Road Project in accordance with the Interlocal Cooperation Act  
(Tex. Gov't Code § 791.014)**

On this, the \_\_\_ day of August, 2016, the Commissioners Court of Galveston County, Texas convened in a **Regularly Scheduled Meeting** with the following members present:

**Mark Henry**, County Judge;  
**Ryan L. Dennard**, Commissioner, Precinct No. 1;  
**Joe Giusti**, Commissioner, Precinct No. 2;  
**Stephen D. Holmes**, Commissioner, Precinct No. 3;  
**Kenneth Clark**, Commissioner, Precinct No. 4; and  
**Dwight D. Sullivan**, County Clerk

when the following proceedings, among others, were had, to-wit:

**Whereas**, the County of Galveston is authorized to enter into agreements with other local governments in accordance with the Interlocal Cooperation Act, codified at Chapter 791 of the Texas Local Government Code;

**Whereas**, the City of La Marque, Texas (City) has requested assistance in the repair of specified city streets, including a reclaiming existing base in-place and providing hot mix paving on the city streets;

**Whereas**, the location of the repairs are located wholly within the incorporated areas of the City and the specified streets are Lawndale, Cedar, Fleming, Partridge, Marin L. King, Banana, Maxwell, Dalian, and Volney;

**Whereas**, conducting the repair involves work to be performed by the County;

**Whereas**, the Commissioners Court wishes to work cooperatively with the City to perform the repair and thus wishes to enter into a contract in conformance with requirements of the Interlocal Cooperation Act;

**Whereas**, the City, and the County are each a local government within the meaning of the Interlocal Cooperation Act and the requested assistance constitutes governmental functions and services within the meaning of the Interlocal Cooperation Act;

**Whereas**, in accordance with Section 791.014 of the Texas Government Code, before beginning a project to construct, improve, or repair a building, road, or other facility under the Interlocal Cooperation Act, the Commissioners Court must give specific written approval for the project in a document other than the interlocal contract;

**Whereas**, the instant project involves the repair of various roads; and

**Whereas**, the Commissioners Court issues this resolution in compliance with the requirements of the Interlocal Cooperation Act.

**Now Therefore, it is hereby RESOLVED**, by the Commissioners Court of Galveston County, Texas, that:

- 1.) The Commissioners Court hereby **APPROVES** the project, which such location and description is stated in the findings above and within the Interlocal Contract, including without limitation Exhibit A of said Interlocal Contract;
- 2.) The Commissioners Court hereby **APPROVES** the Interlocal Contract that is attached hereto and **AUTHORIZES** the County Judge to execute said Interlocal Contract on behalf of the Commissioners Court; and
- 3.) The Commissioners Court hereby **AUTHORIZES** the County Judge to execute this **RESOLUTION** on behalf of the Commissioners Court.

**Upon Motion Duly Made and Seconded**, the above Resolution is hereby **ADOPTED**, on this, the \_\_\_\_ day of August, 2016.

**COUNTY OF GALVESTON, TEXAS,**  
**By:**

\_\_\_\_\_  
Mark Henry, County Judge

**ATTEST:**

\_\_\_\_\_  
Dwight D. Sullivan,  
County Clerk of Galveston County, Texas

State of Texas

§  
§  
§

County of Galveston

**Interlocal Contract by and between  
the City of La Marque and the County of Galveston**

**I. Parties**

This Interlocal Contract (Agreement) is entered into by and between the City of La Marque, Texas (City), and the County of Galveston, Texas (County), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

**II. Preamble**

**Whereas**, the Interlocal Cooperation Act, codified as Chapter 791 of the Texas Government Code, authorizes local governments to contract with other local governments for the provision of governmental functions or services;

**Whereas**, each Party to this Agreement is a local government within the meaning of the Interlocal Cooperation Act;

**Whereas**, the functions and services contemplated herein are governmental functions or services within the meaning of the Interlocal Cooperation Act;

**Whereas**, this Agreement is entered into in accordance with the Interlocal Cooperation Act;

**Whereas**, specified streets within the City of La Marque are in need of base repair and hot mix asphalt overlay;

**Whereas**, the location of the specified streets are within the jurisdictional limits of the City of La Marque;

**Whereas**, the City of La Marque has specified the work to be done and the types materials to be used on the various streets;

**Whereas**, County of Galveston is willing to perform the work upon the terms and conditions stated in this Agreement; and

**Whereas**, each Party to this Agreement wishes to enter into this Agreement to conduct the repairs specified herein.

**Now, Therefore**, for and in consideration of the mutual covenants herein expressed, it is agreed as follows:

### III. Terms

1. **Recitals True.** Each Party hereto represents and warrants for itself that the recitals set forth in the Preamble above are true and correct and that such recitals are not mere recitations of fact, but are also contractual terms of this Agreement.
2. **Scope/Duties/Costs.**
  - a. **Description/Location.**

The **Project** is the reclaiming of existing base in-place and providing hot mix paving on the city streets specified in **Exhibit A**, and the Project is further described within **Exhibit A**. **Exhibit A** is incorporated into this Agreement for all purposes.
  - b. **Costs and Services.**

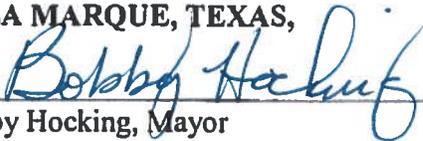
The County shall provide the materials, labor and equipment to repair the city roads listed in **Exhibit A**. The cost of repairs of for all roads listed in **Exhibit A** totals **\$345,841.59**. Upon completion of the Project, the County shall invoice the City for the County's expenses in conducting the Project and the City shall pay the County for the County's costs in conducting the Project; payment shall be due in accordance with the Texas Prompt Pay Act, Chapter 2251 of the Government Code.
3. **Payments are from current revenues.** Each Party hereunder agrees that it shall make its' payments from current revenues available to the paying Party.
4. **No Third Party Beneficiary.** This Agreement inures only to the benefit of the County, and the City. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.
5. **Entirety of Agreement.** This Agreement constitutes the entire agreement of the Parties and supersedes any prior understanding or written or oral agreement between or among the Parties representing the within subject matter. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.
6. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas, and venue for any action arising from or related to this Agreement shall lie exclusively in a court of competent jurisdiction located in Galveston County, Texas.
7. **Authority to Bind.**

- a. Each Party represents and warrants for itself that this Agreement, in accordance with the requirements of the Interlocal Cooperation Act and that it has been authorized by its' respective governing body.
  - b. Each Party represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.
8. **Immunity Retained.** No Party herein waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants and terms contained herein. Each Party hereto specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.
9. **Severability.** If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
10. **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitation, and as so modified, this Agreement shall continue in full force and effect.

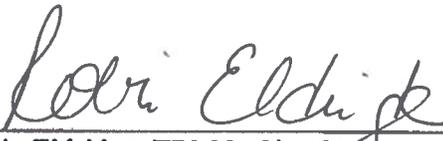
\*\*\*

This Agreement is hereby **EXECUTED** by the Parties hereto, each respective Party acting by and through its duly authorized official as required by law, in *duplicate* counterparts, each of which shall be deemed to be an original, to be Effective upon full execution and with the date of the Party that is executing last in time:

**CITY OF LA MARQUE, TEXAS,**

By:   
Bobby Hocking, Mayor

7.28.2016  
Date Signed

ATTEST:   
By: Robin Eldridge, TRMC, City Clerk

**COUNTY OF GALVESTON, TEXAS,**

By: \_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Date Signed

ATTEST:  
By: \_\_\_\_\_  
Dwight D. Sullivan, County Clerk

**\*\*Exhibit A begins following this Page\*\***

**AGENDA ITEM #9.a.1.**



**GALVESTON COUNTY, TEXAS  
COMMISSIONERS COURT  
Contract Approval Request**

**To Be Completed By Department**

1. Date of Request: <u>8/9/16</u>	2. Contract Type: <u>Expense</u> Revenue Other	3. Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4. Department Name: <u>Mosquito Control</u>		5. Department Contact: <u>John Marshall</u>
6. Description: <u>Malathion</u>		
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey: <u>2410-411100</u> 10. Object Code: <u>5313301</u>
11. Vendor: <u>ADAPCO / Univar USA</u>		12. Vendor Contract No:
13. Requested Legal Review: Yes/No (Explain if No)		

**Expenditure Budget / Revenue Projections**

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
<u>Mosquito Control</u>	<u>2410</u>	<u>\$400,000</u>	<u>46,150</u>				
22. Totals:							

**To Be Completed By Purchasing Department**

Contract Start Date: <u>8/16/16</u>	Auto Renewal Contract: Yes/No	Bid No: <u>B162014</u>
Contract End Date: <u>8/15/17</u>	Contract # Issued By Purchasing: <u>CM16229</u>	Form 1295 Certificate #: <u>2016-96917</u>

~~No HB 225~~

Malathion  
2016-86910 univar USA

Only 1 vendor will be awarded contract, to be selected at CC

Approved By: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Department Head: \_\_\_\_\_

Purchasing Agent: \_\_\_\_\_ 8-9-16

County Legal: \_\_\_\_\_ 8/9/2016

Contract Listed in Budget Documentation: YES  NO

County Budget Officer: \_\_\_\_\_ 8/10/16

Budget Available and Funds are/Will be Available: YES  NO

County Auditor: \_\_\_\_\_ 8/10/16



## County of Galveston Bid Tab Report

**Bid Header Bid Number: B162014**

Open: 07/28/2016								
					Vendor: 404588		Vendor: 405005	
					UNIVAR USA		ADAPCO INC	
Item #	Product Code	Description	Qty	Units	Unit Price	Extended	Unit Price	Extended
0001	96100	Malathion Insecticide - BULK delivery to	1000	GL	46,150.00	46,150,000.00	46,150.00	46,150,000.00
<b>Total</b>						<b>46,150,000.00</b>		<b>46,150,000.00</b>

Jul 28, 2016

1

3:35:27 PM



**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:** CM16229

**Invitation to Bid Number:** Bid #B162014 Malathion Insecticide

**Term of Contract:** One (1) year with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of the Contract will be August 18, 2016. The Contract will terminate on August 17, 2017.

**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:** ADAPCO, Inc.

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
Addendum No. 2: ( ) yes ( ) no ( ) n.a.  
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

**Payment Bond Required:** ( ) yes (X) no

**Performance Bond Required:** ( ) yes (X) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

**Contractor:**

ADAPCO, Inc.  
Attn: Kathy Russell  
550 Aero Ln.  
Sanford, FL 32771  
email: bids@myadapco.com

**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:**

ADAPCO, Inc.

**By:**



Jason Trumbetta, Duly Authorized

**Date:**

July 21, 2016

**Galveston County**

**By:**

**Date:**

\_\_\_\_\_  
Mark A. Henry, County Judge

**Attest:**

\_\_\_\_\_  
Dwight Sullivan, County Clerk

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
ADAPCO, Inc.  
Sanford, FL United States

Certificate Number:  
2016-96917

Date Filed:  
08/09/2016

Date Acknowledged:  
8/9/16

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Galveston County, TX

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
B162014  
Malathion (Fyfanon) Insecticide

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Special Professional Products, Inc.	Sanford, FL United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JASON TRUMBETTA, this the 9<sup>TH</sup> day of AUGUST, 2016, to certify which, witness my hand and seal of office.

[Signature]  
Signature of officer administering oath

KATHRYN A RUSSELL  
Printed name of officer administering oath

CONTRACT MANAGER  
Title of officer administering oath

BID #: B162014  
OPEN: 07/28/2016  
2:00 P

## BID SHEET

### Melathion Insecticide

### GALVESTON COUNTY, TEXAS

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

LINE ITEM TOTAL \$ 46,150.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

  
\_\_\_\_\_  
WITNESS KATHY RUSSELL

JULY 21, 2016  
\_\_\_\_\_  
DATE

ADAPCO, INC.  
\_\_\_\_\_  
COMPANY NAME

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

JASON TRUMBETTA  
\_\_\_\_\_  
PRINTED NAME

DULY AUTHORIZED  
\_\_\_\_\_  
TITLE

550 AERO LN.  
\_\_\_\_\_  
CORRESPONDENCE ADDRESS

SANFORD, FL 32771  
\_\_\_\_\_  
CITY, STATE ZIP CODE

59-2574523  
\_\_\_\_\_  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 931574  
\_\_\_\_\_  
REMIT ADDRESS

ATLANTA, GA 31193-1574  
\_\_\_\_\_  
CITY, STATE ZIP CODE

800-367-0659 OR 407-328-6519  
\_\_\_\_\_  
TELEPHONE NUMBER

866-330-9888  
\_\_\_\_\_  
FAX NUMBER

ADDENDUM'S RECEIVED #1      #2      #3       
NONE

**LINE ITEM DETAIL**

BID #: B162014  
 OPEN: 07/28/2016  
 2:00 P

Melathion Insecticide

GALVESTON COUNTY, TEXAS

VENDOR ID BIDCON Bid and Contract Vendor

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96100	Malathion Insecticide - BULK delivery to Dickinson, TX	1000	GL	FYF-BULK	\$ 46.15/GL	\$ 46,150.00
	FYF-260	(260 GALLON TOTE) \$48.50/GL					
	FYF-55	(55 GALLON DRUM) \$51.00/GL					
<b>Extended Price Total of all Item:</b>						\$ 46,150.00	

**BID FORM  
MALATHION INSECTICIDE  
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):

None

THE COMPANY OF: ADAPCO, Inc.

ADDRESS: 550 Aero Ln.  
Sanford, FL 32771

FEIN (TAX ID): 59-2574523

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

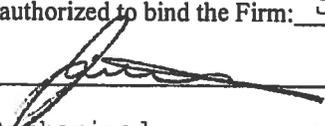
Items:	Confirmed (X):
1. References (if required)	<u>X</u>
2. Addenda, if any	#1 ___ #2 ___ #3 ___ #4 ___
3. One (1) original and three (3) copies of submittal	<u>X</u>
4. Bid Form	<u>X</u>
5. Vendor Qualification Packet	<u>X</u>
6. Debarment Certification Form	<u>X</u>
7. Non-Collusion Affidavit	<u>X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

Person to contact regarding this bid: Kathy Russell

Title: Contract Manager Phone: 407-328-6519 Fax: 866-330-9888

E-mail address: bids@myadapco.com

Name of person authorized to bind the Firm: Jason Trumbetta

Signature:  Date: July 21, 2016

Title: Duly Authorized Phone: 800-367-0659 Fax: 866-330-9888

E-mail address: bids@myadapco.com

**BID FORM  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

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

1. Contact information for notice:

Name: Kathy Russell  
Address: 550 Aero Ln.  
Sanford, FL 32771  
Telephone Number: 407-328-6519 Facsimile number: 866-330-9888

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

Name: Kathy Russell  
Address: 550 Aero Ln.  
Sanford, FL 32771  
Telephone Number: 407-328-6519 Facsimile number: 866-330-9888

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

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

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

Business Name of Organization: Brazoria County, TX  
Name of Person: Fran Henderson franh@brazoria-county.com  
Title of Individual within Organization, if applicable Director  
Business address: 111 E. Locust, Room 303  
Angleton, TX 77515  
Telephone number: 979-864-1532 Facsimile number: \_\_\_\_\_

Business Name of Organization: Chambers County, TX  
Name of Person: Lawrence Lewis llewis@co.chambers.tx.us  
Title of Individual within Organization, if applicable Director  
Business address: 207 Airport Rd.  
Anahuac, TX 77514  
Telephone number: 409-267-2720 Facsimile number: \_\_\_\_\_

Business Name of Organization: Jefferson County, TX  
Name of Person: Kevin Sexton  
Title of Individual within Organization, if applicable Director  
Business address: 8905 First St.  
Beaumont, TX 77705  
Telephone number: (409) 719-5923 Facsimile number: \_\_\_\_\_

**BID FORM  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

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

1. Business Name of Supplier FMC  
Name of Person: JIM ROBINSON  
Title of Individual within business: CREDIT ANALYST  
Business address: 1735 MARKET ST  
Philadelphia, PA 19103  
Telephone number: 919-720-0858 Facsimile number: \_\_\_\_\_
  
2. Business Name of Supplier AMVAC  
Name of Person: SUSAN MARQUEZ  
Title of Individual within business: ACCOUNTS RECEIVABLE  
Business address: 4695 MACARTHUR COURT  
NEWPORT BEACH, CA 92660  
Telephone number: (888)468-2726 X2311 Facsimile number: \_\_\_\_\_
  
3. Business Name of Supplier BAYER CROPSCIENCE, LP  
Name of Person: GORDON MORRISON  
Title of Individual within business: \_\_\_\_\_  
Business address: 2 T W ALEXANDER DR  
RESEARCH TRIANGLE PARK, NC 27709  
Telephone number: 800-456-1188 Facsimile number: \_\_\_\_\_

*The remainder of this page intentionally left blank*

**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**INVITATION TO BID**

**BID #B162014**

**MALATHION INSECTICIDE**

**BID DUE DATE: 07/28/2016**

**2:00 P.M. CST**

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

---



**ITB #B162014**  
**OPEN: 07/28/2016**  
**TIME: 2:00 P.M.**

## **INVITATION TO BID MALATHION INSECTICIDE GALVESTON COUNTY, TEXAS**

Sealed bids in sets of four (4), one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until 2:00 P.M. CST, on Thursday, July 28, 2016 and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21<sup>st</sup> 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 bid received after 2:00 P.M. CST on the specified date will be returned unopened.

### **Purpose:**

The County of Galveston is seeking a vendor to supply Malathion Insecticide per the specifications listed herein for use by the Galveston County Mosquito Control Department.

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

**ITB #B162014**

Malathion Insecticide

Bidders name, return address, and the enclosed label should be prominently displayed on the bid 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, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytexas.gov/pu/Pages/BidListing.aspx>.

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

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

### **Bond Requirement:**

No bond is required with this Invitation to Bid.

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

---

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

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GALVESTON COUNTY, TEXAS**

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GALVESTON COUNTY, TEXAS**

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**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**1. BID PACKAGE:**

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

**2. BIDDER'S RESPONSIBILITY**

The Bidder must affirmatively demonstrate its responsibility. The Bidder 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 Bid;
- 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 BIDS:**

Bids may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the Bidder 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 (5<sup>th</sup>) Floor  
Galveston, Texas 77550**

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the bids. For clarity, mailing date/postmark is not sufficient – bids **must be received** by the County Purchasing Agent on or before the deadline. Late bids will not be accepted and will be returned to the bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

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

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

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**The bidder should prominently identify the procurement number and name on the outside of the envelope/mailling package.** A label shall be provided for this purpose and usage of the label is preferred. If the bidder fails to identify the bid on the outside of the envelop as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid.

If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from the Purchasing Gent's mailing list.

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

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

**All questions regarding this Invitation to Bid must be submitted in writing to:**

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

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

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

**An authorized person from the bidder must sign the bid.** This signatory must be a person from the submitting firm who is duly authorized to tender and sign the bid on behalf of the bidder and t bind the contract. By this signature, the bidder further acknowledge that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications herein.

**5. BID OPENING:**

Information read aloud at the bid opening is the sole discretion of the Purchasing Agent. The Purchasing Agent will examine Bids promptly and thoroughly. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid 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

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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 BIDS/DISQUALIFICATION:**

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

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

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

- A. Failure to use the bid forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of bidder;
- C. Failure to properly complete the bid;
- D. Failure to meet the mandatory requirements of this invitation to bid; and/or
- E. Evidence of collusion among bidders.

**8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:**

It is the responsibility of the prospective Bidder to review the entire Invitation to Bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for Bid opening. Vendors are to submit Bid 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 Bidder desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its bid, certifies that if awarded any portion of this procurement, the bidder will supply only material and equipment that is 100% asbestos free.

**10. EXCEPTIONS TO BID:**

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

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

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

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**11. PRICING:**

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

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

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

**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. All transaction fees from the card provider are to be paid by the successful contractor. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your Bid submittal.

**13. PASS THROUGH COST ADJUSTMENTS:**

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

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor's cost for 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 Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Contractors 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. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for his product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**14. MODIFICATION OF BIDS:**

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

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**15. SIGNATURE OF BIDS:**

Each Bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheets may disqualify the bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the bid and to sign the bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder 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 BIDS – EVALUATION CRITERIA AND FACTORS:**

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

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

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

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

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of 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 bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written bid.

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

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Invitation to Bid and may discontinue its efforts under this Invitation to Bid 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.

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**A Bidder whose bid does not meet the mandatory requirements set forth in this Invitation to Bid will be considered non-compliant.**

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

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Invitation to Bid and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in the Invitation to Bid.

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 Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

**17. DISPUTE AFTER AWARD/PROTEST:**

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

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

The bidder acknowledges that the County is a government body for purposes of the Public Information Act codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

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

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**19. BIDDER'S E-MAIL ADDRESSES:**

Notwithstanding the foregoing Section 18, Bidder 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:**

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the drawings, bid 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, bidder must sign three (3) original contracts and return with their bid submittal.

Bidder should submit a proposed contract with its Bid or its sample material terms and conditions.

**21. CONTRACT TERM:**

The term of the resultant contract will begin on the date of 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.

**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) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

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

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

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 Bidder:

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

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thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder 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 by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

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

**25. ESTIMATED QUANTITIES:**

Any reference to quantities shown in the Invitation to Bid 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 bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

**27. NO COMMITMENT BY COUNTY OF GALVESTON:**

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

**28. BID COSTS BORNE BY BIDDER:**

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

**29. BEST AND FINAL OFFERS (BAFO):**

In acceptance of bids, the County of Galveston reserves the right to negotiate further with one or more of the Bidders as to any features of their bids 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 Bidders. If invoked, this allows acceptable Bidders the opportunity to amend, change or supplement their original bid. Bidders 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 BID RESPONSE:**

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

**31. CHANGES IN SPECIFICATIONS:**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this invitation to bid have been issued, as the successful bidder 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 bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. 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 Invitation to Bid 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 bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five (5) business days after the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening or bids.

**32. BID 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 bid.

**33. BID DISCLOSURES:**

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

**34. WITHDRAWAL OF BID:**

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

**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

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

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

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

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

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder 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 Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

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Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder 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 Bidder 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 Bidder 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. Bidder 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 Bidder.

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

**37. BID GUARANTEE:**

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

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the Bidder bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid guarantee in the proper form and amount, by the time set for opening of bids may be cause for rejection of the bid.

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

**38. PERFORMANCE AND PAYMENT BONDS:**

Successful Bidder, 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 56<sup>th</sup> 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

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- 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 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 bid 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. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

**39. PATENT AND COPYRIGHT PROTECTION:**

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder 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.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

**40. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ):**

Bidder 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 bidder 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 Bidder has an employment or other business relationship with a local government officer of Galveston County work 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 Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

**Gift-giving.** If Bidder 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

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(\$100.00) during the preceding 12-months, then Bidder **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 with the first degree of consanguinity of affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a “family relationship” with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government office or a family member of the local government officer. For this purpose, “family relationship” means Bidder 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.

Bidder 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 59<sup>th</sup> Street  
Galveston, Texas 77551

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

Again, if Bidder is required to file a 1295 Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Bidder’s convenience, a blank CIQ Form is enclosed with this bid package. 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](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 Bidder’s sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder 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 Bidder is awarded a contract.

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If bidder has any questions about compliance with Chapter 176, Bidder 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 Bidder's convenience, a blank Form 1295 is enclosed with this bid package. 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](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

**41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

Bidder 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, Bidder 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 bid. **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 Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this Invitation to Bid and grounds for the rejection of Bidder's Bid.**

**42. NON-COLLUSION AFFIDAVIT:**

Bidder certifies, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid 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 bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or

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

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

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

**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:**

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

**45. MERGERS, ACQUISITIONS:**

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

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

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New Bidder's Federal Identification Number (FEIN) and;
- C. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder'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. Bidder 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 Bidder attributed to these delays, should any occur. In addition, Bidder 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.

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**47. ACCURACY OF DATA:**

Information and data provided through this Invitation to Bid are believed to be reasonably accurate.

**48. SUBCONTRACTING/ASSIGNMENT:**

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

**49. INDEPENDENT CONTRACTOR:**

Bidder 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 Bidder or its subcontractors perform in providing the requirements stated in the Invitation to Bid.

**50. MONITORING PERFORMANCE:**

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

**51. PROCUREMENT ETHICS:**

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

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

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

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

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

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.

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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.

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

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

**Gratuities:**

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other

advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

**Kickbacks:**

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

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

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**Contract Clause:**

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

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**52. SUBJECT TO APPROPRIATION OF FUNDS:**

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

**53. NON-DISCRIMINATION:**

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

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

Bidder 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.

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

- B. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- C. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- D. **OSHA Regulations:** Bidder 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:** Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder 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 Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

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- F. State and Federal Law Compliance: Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

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

Bidder 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, Bidder shall allow the County reasonable access to the records in Bidder'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 Bidder 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 Bidder 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:

- A. **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.

- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **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.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. ~~Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.~~

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E. **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- 1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
- 2) cancellation, termination, or suspension of the contract, in whole or in part.

F **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, Bidder certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder 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 bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the Invitation to Bid 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 bid, 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:**

Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity

with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**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 (Bidder shall provide its notice information with its Bid submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when received for by, or actually received by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

**To the County at:**

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

**With copies to:**

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

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

**To the Contractor at:**

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

*End of General Provision Section*

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*The remainder of this page intentionally left blank*

**SPECIAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

The Special Provisions section of this Invitation to Bid 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 Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understanding with respect thereto.

**PURPOSE:**

The County of Galveston is seeking a vendor to supply Malathion Insecticide per the specifications listed herein for use by the Galveston County Mosquito Control Department.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL OF PRODUCT DESCRIBED BY THE COUNTY. SUPPLIED PRODUCT MUST MEET OR EXCEED THE SPECIFICATIONS LISTED TO BE CONSIDERED FOR THIS AWARD

**BID GUARANTEE:**

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

**PERFORMANCE AND PAYMENT BONDS:**

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

**BEST AND FINAL OFFERS (BAFO):**

The Best and Final Offer process is not applicable to this solicitation.

**CONTRACT TERM:**

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

**DESCRIPTION:**

A contact organophosphate insecticide technical grade, BULK ONLY.

**FLAMMABILITY:**

Must be NFPA flammability one (1) or lower

**FORMULATION:**

O<sub>3</sub> O-Dimethyl Phosphordithioate of Diethyl Mercaptosuccinate that is 96.5% pure that contains 9.9 pounds of Malathion per gallon.

**STORAGE:**

Product is requested to be delivered in bulk to Galveston County Mosquito Control Department tanks. When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years.

**APPLICATION:**

Product must be labeled for ground ULV and aerial ULV mosquito control application with conventional ULV equipment

**MATERIAL SAFETY DATA SHEETS (MSDS):**

This OSHA required documentation must accompany each delivery.

**QUANTITIES AND PAYMENTS:**

Galveston County anticipates utilizing approximately 4000 gallons annually however no minimum or maximum amounts are guaranteed, bulk delivery to Dickinson or Galveston as needed. Galveston County will order varying amounts of materials in estimated quantities as specified on the bid sheet. The County will pay only for materials ordered upon issuance of a Galveston County Purchase Order number and delivered to a designated location within Galveston County. No minimums or maximum quantities are guaranteed.

**Galveston County is tax exempt and therefore no taxes, license fees, etc. shall be added to bid prices.**

**Galveston County reserves the right to order more or less of this product.**

**PRODUCT AVAILABILITY AND TIME OF DELIVERY:**

Time of delivery and product availability are of the essence in all Galveston County supply contracts. The contracted vendor shall be required to have the stated quantities available and delivered at the requested locations at all times throughout the contractual period(s). In the event that the County has to procure the requested products or materials from another supply source due to the inability of the contracted vendor to maintain the requested quantities, the County reserves the right to procure the materials from another supply source at no penalty to the County. Furthermore, these incidents shall not constitute a breach of contract. The County reserves the right to cancel any orders, or part thereof, without obligation or penalty if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County.

**COST:**

The unit price submitted by the bidder shall include all costs to the County, including the material, delivery, current freight rate, or any other cost. Measurement and payments shall be per unit of measure listed on the bid sheet delivered to jobsite or to designated County locations.

**COST ADJUSTMENTS:**

Prices quoted shall be firm for the initial contract term and any renewal period. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the following provisions:

**ITB #B162014**  
**OPEN: 07/28/2016**  
**TIME: 2:00PM CST**

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

**EXCEPTIONS:**

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

*End of Special Provisions*

*Remainder of page intentionally left blank*

**BID #: B162014**  
**OPEN: 07/28/2016**  
**2:00 P**

## **BID SHEET**

### **Melathion Insecticide**

### **GALVESTON COUNTY, TEXAS**

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

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

**OPTIONS TO RENEW** 2 Extensions/1 Year Options

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
TITLE

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

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

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

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

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

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

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

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

**LINE ITEM DETAIL**  
**Melathion Insecticide**

**BID #: B162014**  
**OPEN: 07/28/2016**  
**2:00 P**

**GALVESTON COUNTY, TEXAS**

**VENDOR ID BIDCON Bid and Contract Vendor**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96100	Malathion Insecticide - BULK delivery to Dickinson, TX	1000	GL		\$ _____	\$ _____
<b>Extended Price Total of all Item:</b>							<b>\$ _____</b>

**BID FORM  
MALATHION INSECTICIDE  
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 bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the Bidder to ensure that bidder has received all addenda.

**Items:**

**Confirmed (X):**

- |                                                       |                                     |
|-------------------------------------------------------|-------------------------------------|
| 1. References (if required)                           | _____                               |
| 2. Addenda, if any                                    | #1 _____ #2 _____ #3 _____ #4 _____ |
| 3. One (1) original and three (3) copies of submittal | _____                               |
| 4. Bid 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 bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**BID FORM  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

Bidder 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."

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

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

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: \_\_\_\_\_

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**BID FORM**  
**MALATHION INSECTICIDE**  
**GALVESTON COUNTY, TEXAS**

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

- 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: ITB #B162014

Solicitation Title: MALATHION INSECTICIDE

**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 **Bid #B162014 Malathion Insecticide**
- 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:** CM16229

**Invitation to Bid Number:** Bid #B162014 Malathion Insecticide

**Term of Contract:** One (1) year with two (2) one (1) year extensions

**Initial term (Services):** Beginning date of the Contract will be August 18, 2016. The Contract will terminate on August 17, 2017.

**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:** Univar, USA

**Awarded as to addendum(s) (if applicable):**

Addendum No. 1: ( ) yes ( ) no ( ) n.a.  
Addendum No. 2: ( ) yes ( ) no ( ) n.a.  
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

**Payment Bond Required:** ( ) yes (X) no

**Performance Bond Required:** ( ) yes (X) no

**Notice to be Given to:**

Galveston County:

County Purchasing Agent  
Galveston County  
722 Moody  
Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

Contractor:

UNIVERS USA  
PO BOX 20301  
BEAUMONT TX  
77720

**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 28 day of July, 2016.

**Contractor:**

Univar USA

**By:**

John West

**Date:**

7/19/16

**Galveston County**

**By:**

Mark A. Henry, County Judge

**Date:**

\_\_\_\_\_

**Attest:**

Dwight Sullivan, County Clerk

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2016-86910

Date Filed:  
07/19/2016

Date Acknowledged:  
**8/9/16**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Univar USA  
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

County Of Galveston

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

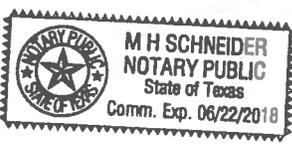
B162014  
Malathion Bid

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Signature]*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Lee West, this the 16<sup>th</sup> day of July, 2016, to certify which, witness my hand and seal of office.

*[Signature]*  
Signature of officer administering oath

M H Schneider  
Printed name of officer administering oath

Notary  
Title of officer administering oath

**BID SHEET**

BID #: B162014  
OPEN: 07/28/2016  
2:00 P

**Melathion Insecticide**

**GALVESTON COUNTY, TEXAS**

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

LINE ITEM TOTAL \$ 46,150.00

OPTIONS TO RENEW 2 Extensions/1 Year Options

[Signature]  
WITNESS

7-19-16  
DATE

Univar USA  
COMPANY NAME

[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

John Lee West  
PRINTED NAME

Sales Rep  
TITLE

Po Box 20301  
CORRESPONDENCE ADDRESS

Beaumont, TX  
CITY, STATE ZIP CODE

91-1347935  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Univar USA  
REMIT ADDRESS

Po Box 849007  
CITY, STATE ZIP CODE

Dallas, TX 75284-9027  
713 806 0037  
TELEPHONE NUMBER

N/A  
FAX NUMBER

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

LINE ITEM DETAIL

BID #: B162014  
OPEN: 07/28/2016  
2:00 P

Melathion Insecticide

GALVESTON COUNTY, TEXAS

VENDOR ID BIDCON Bid and Contract Vendor

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96100	Malathion Insecticide - BULK delivery to Dickinson, TX	1000	GL	8235601	\$ 46.15	\$ 46,150.00
						Extended Price Total of all Item:	\$ 46,150.00

**BID FORM  
MALATHION INSECTICIDE  
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):

NONE

THE COMPANY OF: UNIVOS USA

ADDRESS: 1919 Jacintoport Blvd

FEIN (TAX ID): 91-1347935

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

- | Items:                                                | Confirmed (X):                      |
|-------------------------------------------------------|-------------------------------------|
| 1. References (if required)                           | _____                               |
| 2. Addenda, if any                                    | #1 _____ #2 _____ #3 _____ #4 _____ |
| 3. One (1) original and three (3) copies of submittal | _____                               |
| 4. Bid 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 bid: John Lee West

Title: Sales Rep Phone: 713 806 0037 Fax: \_\_\_\_\_

E-mail address: John.West@UnivosUSA.COM

Name of person authorized to bind the Firm: John West

Signature: [Signature] Date: 7/19/16

Title: Sales Rep Phone: 713 806 0037 Fax: \_\_\_\_\_

E-mail address: John.West@UnivosUSA.COM

**BID FORM  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

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

1. Contact information for notice:

Name: John West - John.West@UnivofUSA.com  
Address: PO Box 20301  
BEAUMONT, TX 77720  
Telephone Number: 713 826 0637 Facsimile number: N/A

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

Name: \_\_\_\_\_  
Address: Same AS Above  
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."

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

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

Business Name of Organization: County of Orange  
Name of Person: Patrick Reher  
Title of Individual within Organization, if applicable: Director  
Business address: 610 Old Timers Rd  
Orange TX  
Telephone number: 409 883 5715 Facsimile number: N/A

Business Name of Organization: Brazoria County  
Name of Person: Fran Johnson  
Title of Individual within Organization, if applicable: Director of Mosquito Ctrl  
Business address: 10021 A. Ford Rd  
Brazoria TX 77390  
Telephone number: 713 826 0771 Facsimile number: N/A

Business Name of Organization: Chambers County  
Name of Person: Lawrence Lewis  
Title of Individual within Organization, if applicable: Director Mosquito Control  
Business address: 336 A. Ford Rd  
Anguac TX 77514  
Telephone number: 409 338 050 Facsimile number: \_\_\_\_\_

**BID FORM  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

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

1. Business Name of Supplier FMC Pto Solutions  
Name of Person: Judy WARD  
Title of Individual within business: Regional Sales Rep  
Business address: 2122 Walnut St 17107  
Philadelphia, PA  
Telephone number: 703 421 3578 Facsimile number: N/A
  
2. Business Name of Supplier Synzenta  
Name of Person: Ross Eckstein  
Title of Individual within business: \_\_\_\_\_  
Business address: 1327 Sienna Dr  
Arlington TX 76002  
Telephone number: 214 470 5051 Facsimile number: N/A
  
3. Business Name of Supplier Bayer Pest Products  
Name of Person: Wes Noe  
Title of Individual within business: Sales Rep  
Business address: 18 Turtle Creek Blvd  
Dallas TX 75204  
Telephone number: 214 470 9292 Facsimile number: N/A

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**GALVESTON COUNTY  
PURCHASING DEPARTMENT**



**INVITATION TO BID**

**BID #B162014**

**MALATHION INSECTICIDE**

**BID DUE DATE: 07/28/2016**

**2:00 P.M. CST**

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

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**ITB #B162014**  
**OPEN: 07/28/2016**  
**TIME: 2:00 P.M.**

## **INVITATION TO BID MALATHION INSECTICIDE GALVESTON COUNTY, TEXAS**

Sealed bids in sets of four (4), one (1) original and three (3) copies will be received in the office of the County Purchasing Agent until 2:00 P.M. CST, on Thursday, July 28, 2016 and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21<sup>st</sup> 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 bid received after 2:00 P.M. CST on the specified date will be returned unopened.**

**Purpose:**

The County of Galveston is seeking a vendor to supply Malathion Insecticide per the specifications listed herein for use by the Galveston County Mosquito Control Department.

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

**ITB #B162014**

Malathion Insecticide

Bidders name, return address, and the enclosed label should be prominently displayed on the bid 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, (21<sup>st</sup> Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ <http://www.galvestoncountytx.gov/pu/Pages/BidListing.aspx>.

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

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

**Bond Requirement:**

No bond is required with this Invitation to Bid.

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

---

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

**MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

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GALVESTON COUNTY, TEXAS**

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**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**1. BID PACKAGE:**

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

**2. BIDDER'S RESPONSIBILITY**

The Bidder must affirmatively demonstrate its responsibility. The Bidder 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 Bid;
- 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 BIDS:**

Bids may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the Bidder 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 (5<sup>th</sup>) Floor  
Galveston, Texas 77550**

Bids will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Bids must be received by the County Purchasing Agent on or before the deadline for the opening of the bids. For clarity, mailing date/postmark is **not** sufficient – bids **must be received** by the County Purchasing Agent on or before the deadline. Late bids will not be accepted and will be returned to the bidder unopened. Bids received prior to the submission deadline will be maintained unopened until the specified time for opening.

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

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

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**The bidder 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 bidder fails to identify the bid on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid.

If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from 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, **bidders are to direct all communications regarding this invitation to bid 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 of the firm found to be in non-compliance.

**All questions regarding this Invitation to Bid must be submitted in writing to:**

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

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

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

**An authorized person from the bidder must sign the bid.** This signatory must be a person from the submitting firm who is duly authorized to tender and sign the bid on behalf of the bidder and to bind the contract. By this signature, the bidder further acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications herein.

**5. BID OPENING:**

Information read aloud at the bid opening is the sole discretion of the Purchasing Agent. The Purchasing Agent will examine Bids promptly and thoroughly. No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid 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

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

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 BIDS/DISQUALIFICATION:**

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

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

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

- A. Failure to use the bid forms furnished by the County, if applicable;
- B. Lack of signature by an authorized representative of bidder;
- C. Failure to properly complete the bid;
- D. Failure to meet the mandatory requirements of this invitation to bid; and/or
- E. Evidence of collusion among bidders.

**8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:**

It is the responsibility of the prospective Bidder to review the entire Invitation to Bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any protest or question(s) regarding the specifications or Bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for Bid opening. Vendors are to submit Bid 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 Bidder desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder, by submission of its bid, certifies that if awarded any portion of this procurement, the bidder will supply only material and equipment that is 100% asbestos free.

**10. EXCEPTIONS TO BID:**

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

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

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

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**11. PRICING:**

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

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

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

**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. All transaction fees from the card provider are to be paid by the successful contractor. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your Bid submittal.

**13. PASS THROUGH COST ADJUSTMENTS:**

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

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Contractor's cost for 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 Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Contractors 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. Contractors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Contractor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in Contractor's original cost for his product as such cost is reflected in Contractor's original Bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**14. MODIFICATION OF BIDS:**

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

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**15. SIGNATURE OF BIDS:**

Each Bid shall give the complete mailing address of the Bidder and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each bid shall include the Bidder's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and bid response sheets may disqualify the bid from being considered by the County. The person signing on behalf of the Bidder expressly affirms that the person is duly authorized to tender the bid and to sign the bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder 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 BIDS – EVALUATION CRITERIA AND FACTORS:**

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

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

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

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

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of 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 bids on individual items listed, or group items, or on the bid as a whole; to reject any and all bids; to waive any informality in the bids; and to accept the bid that appears to be in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written bid.

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

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Invitation to Bid and may discontinue its efforts under this Invitation to Bid 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.

**GENERAL PROVISIONS  
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**A Bidder whose bid does not meet the mandatory requirements set forth in this Invitation to Bid will be considered non-compliant.**

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

Each Bidder, by submitting a bid, agrees that if its bid is accepted by the Commissioners' Court, such Bidder will furnish all items and services upon the terms and conditions in this Invitation to Bid and the resultant contract.

Notice of contract award will be made within ninety (90) days of opening of Bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in the Invitation to Bid.

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 Letters of Credit (if required) have been approved by the County of Galveston and the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

**17. DISPUTE AFTER AWARD/PROTEST:**

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

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

The bidder acknowledges that the County is a government body for purposes of the Public Information Act codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

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

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**19. BIDDER'S E-MAIL ADDRESSES:**

Notwithstanding the foregoing Section 18, Bidder 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:**

Bidder shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the drawings, bid 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, bidder must sign three (3) original contracts and return with their bid submittal.

Bidder should submit a proposed contract with its Bid or its sample material terms and conditions.

**21. CONTRACT TERM:**

The term of the resultant contract will begin on the date of 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.

**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) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

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

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

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 Bidder:

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

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thirty (30) calendar days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Bidder 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 by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period.

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

**25. ESTIMATED QUANTITIES:**

Any reference to quantities shown in the Invitation to Bid 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 bid, each Bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

**27. NO COMMITMENT BY COUNTY OF GALVESTON:**

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

**28. BID COSTS BORNE BY BIDDER:**

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

**29. BEST AND FINAL OFFERS (BAFO):**

In acceptance of bids, the County of Galveston reserves the right to negotiate further with one or more of the Bidders as to any features of their bids 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 Bidders. If invoked, this allows acceptable Bidders the opportunity to amend, change or supplement their original bid. Bidders 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 BID RESPONSE:**

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

**31. CHANGES IN SPECIFICATIONS:**

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all Bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to Bidders in a written addendum from the Purchasing Agent. Bidders are advised to inquire prior to the submission deadline as to whether any addenda to this invitation to bid have been issued, as the successful bidder 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 bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. 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 Invitation to Bid 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 bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five (5) business days after the last revising or amendment addendum shall include an announcement of the new date, if applicable, for the opening or bids.

**32. BID 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 bid.

**33. BID DISCLOSURES:**

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

**34. WITHDRAWAL OF BID:**

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

**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

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

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

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

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

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Bidder that the contract is being activated as written proof of such insurance and further provided that Bidder 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 Bidder. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Bidder to the County.

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Insurance is to be placed with insurers having a Best rating of no less than A. The Bidder 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 Bidder 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 Bidder 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. Bidder 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 Bidder.

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

**37. BID GUARANTEE:**

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

Evidencing its firm commitment to engage in contract if Bidder is selected for award of contract, each Bidder is required to furnish with their bid a cashier's check or an acceptable Bidder's bond in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the Bidder bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid guarantee in the proper form and amount, by the time set for opening of bids may be cause for rejection of the bid.

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

**38. PERFORMANCE AND PAYMENT BONDS:**

Successful Bidder, 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 56<sup>th</sup> 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

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- 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 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 bid 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. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

**39. PATENT AND COPYRIGHT PROTECTION:**

The Bidder agrees at its sole expense to protect the County from claims involving infringement of patents, copyright, trademark, trade secret, or other intellectual property rights. **Bidder 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.** Bidder also agrees that if Bidder is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Bidder.

**40. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ):**

Bidder 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 bidder 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 Bidder has an employment or other business relationship with a local government officer of Galveston County work 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 Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

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**Gift-giving.** If Bidder 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

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(\$100.00) during the preceding 12-months, then Bidder **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 with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Bidder has a “family relationship” with a local government officer of Galveston County then Bidder **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Bidder has a business relationship or has given gifts to the local government office or a family member of the local government officer. For this purpose, “family relationship” means Bidder 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.

Bidder 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 59<sup>th</sup> Street  
Galveston, Texas 77551

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

Again, if Bidder is required to file a 1295 Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Bidder’s convenience, a blank CIQ Form is enclosed with this bid package. 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](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 Bidder’s sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Bidder is required to file by the requirements of Chapter 176 of the Local Government Code. Bidder 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 Bidder is awarded a contract.

~~If bidder has any questions about compliance with Chapter 176, Bidder 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 Bidder's convenience, a blank Form 1295 is enclosed with this bid package. 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](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

**41. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**

Bidder 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, Bidder 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 bid. **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 Bidder's Bid and is a mandatory requirement of this Invitation to Bid. Bidder's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this Invitation to Bid and grounds for the rejection of Bidder's Bid.**

**42. NON-COLLUSION AFFIDAVIT:**

Bidder certifies, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Bid or that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the bid 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 bid are true; and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or

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

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

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

**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:**

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

**45. MERGERS, ACQUISITIONS:**

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

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

- A. Corporate resolutions prepared by the awarded Bidder and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
- B. New Bidder's Federal Identification Number (FEIN) and;
- C. New Bidder's proposed operating plans.

Moreover, Bidder is required to provide the County with notice of any anticipated merger or acquisition as soon as Bidder has actual knowledge of the anticipated merger or acquisition. The New Bidder'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. Bidder 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 Bidder attributed to these delays, should any occur. In addition, Bidder 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.

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**47. ACCURACY OF DATA:**

Information and data provided through this Invitation to Bid are believed to be reasonably accurate.

**48. SUBCONTRACTING/ASSIGNMENT:**

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

**49. INDEPENDENT CONTRACTOR:**

Bidder 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 Bidder or its subcontractors perform in providing the requirements stated in the Invitation to Bid.

**50. MONITORING PERFORMANCE:**

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

**51. PROCUREMENT ETHICS:**

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

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

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

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

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

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.

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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.

## **GENERAL PROVISIONS MALATHION INSECTICIDE GALVESTON COUNTY, TEXAS**

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

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

**Gratuities:**

It shall be a breach of ethics for any person to offer, give, or agree to give any employee or former employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other

advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid pending before this government.

**Kickbacks:**

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

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

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**Contract Clause:**

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

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**52. SUBJECT TO APPROPRIATION OF FUNDS:**

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

**53. NON-DISCRIMINATION:**

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

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

Bidder 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.

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

- B. **Drug Free Work Place Act:** Bidder shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.
- C. **Americans with Disabilities Act:** Bidder shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.
- D. **OSHA Regulations:** Bidder 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:** Bidder agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Bidder further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Bidder 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 Bidder will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

- F. State and Federal Law Compliance: Bidder agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

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

Bidder 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, Bidder shall allow the County reasonable access to the records in Bidder'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 Bidder 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 Bidder 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:

- A. **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.

- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **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.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

E. **Sanctions for Non-compliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

- 1) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
- 2) cancellation, termination, or suspension of the contract, in whole or in part.

F **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, Bidder certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Bidder 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 bid, the Bidder certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Bidder within its response to the Invitation to Bid 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 bid, 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:**

Bidder acknowledges that the contract to be awarded pursuant to this solicitation is on a grant program funded with Federal funds. Bidder shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity

with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Bidder is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable-Federal,-State,-and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

**GENERAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

**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 (Bidder shall provide its notice information with its Bid 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 (21<sup>st</sup> Street), Second (2<sup>nd</sup>) Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

**With copies to:**

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

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

**To the Contractor at:**

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

*End of General Provision Section*

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**SPECIAL PROVISIONS  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

The Special Provisions section of this Invitation to Bid 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 Invitation to Bid and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understanding with respect thereto.

**PURPOSE:**

The County of Galveston is seeking a vendor to supply Malathion Insecticide per the specifications listed herein for use by the Galveston County Mosquito Control Department.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE ONLY MEANT TO DESCRIBE THE LEVEL OF PRODUCT DESCRIBED BY THE COUNTY. SUPPLIED PRODUCT MUST MEET OR EXCEED THE SPECIFICATIONS LISTED TO BE CONSIDERED FOR THIS AWARD

**BID GUARANTEE:**

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

**PERFORMANCE AND PAYMENT BONDS:**

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

**BEST AND FINAL OFFERS (BAFO):**

The Best and Final Offer process is not applicable to this solicitation.

**CONTRACT TERM:**

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

**DESCRIPTION:**

A contact organophosphosphate insecticide technical grade, BULK ONLY.

**FLAMMABILITY:**

Must be NFPA flammability one (1) or lower

**FORMULATION:**

O<sub>3</sub> O-Dimethyl Phosphordithioate of Diethyl Mercaptosuccinate that is 96.5% pure that contains 9.9 pounds of Malathion per gallon.

**STORAGE:**

Product is requested to be delivered in bulk to Galveston County Mosquito Control Department tanks. When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years.

**APPLICATION:**

Product must be labeled for ground ULV and aerial ULV mosquito control application with conventional ULV equipment

**MATERIAL SAFETY DATA SHEETS (MSDS):**

This OSHA required documentation must accompany each delivery.

**QUANTITIES AND PAYMENTS:**

Galveston County anticipates utilizing approximately 4000 gallons annually however no minimum or maximum amounts are guaranteed, bulk delivery to Dickinson or Galveston as needed. Galveston County will order varying amounts of materials in estimated quantities as specified on the bid sheet. The County will pay only for materials ordered upon issuance of a Galveston County Purchase Order number and delivered to a designated location within Galveston County. No minimums or maximum quantities are guaranteed.

**Galveston County is tax exempt and therefore no taxes, license fees, etc. shall be added to bid prices.**

**Galveston County reserves the right to order more or less of this product.**

**PRODUCT AVAILABILITY AND TIME OF DELIVERY:**

Time of delivery and product availability are of the essence in all Galveston County supply contracts. The contracted vendor shall be required to have the stated quantities available and delivered at the requested locations at all times throughout the contractual period(s). In the event that the County has to procure the requested products or materials from another supply source due to the inability of the contracted vendor to maintain the requested quantities, the County reserves the right to procure the materials from another supply source at no penalty to the County. Furthermore, these incidents shall not constitute a breach of contract. The County reserves the right to cancel any orders, or part thereof, without obligation or penalty if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County.

**COST:**

The unit price submitted by the bidder shall include all costs to the County, including the material, delivery, current freight rate, or any other cost. Measurement and payments shall be per unit of measure listed on the bid sheet delivered to jobsite or to designated County locations.

**COST ADJUSTMENTS:**

Prices quoted shall be firm for the initial contract term and any renewal period. No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for the materials requested in this solicitation.

Thereafter, any extensions that may be approved by the Galveston County Commissioners' Court shall be subject to the following provisions:

**ITB #B162014**  
**OPEN: 07/28/2016**  
**TIME: 2:00PM CST**

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

**EXCEPTIONS:**

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

*End of Special Provisions*

*Remainder of page intentionally left blank*

**BID #: B162014**  
**OPEN: 07/28/2016**  
**2:00 P**

## BID SHEET

### Melathion Insecticide

### GALVESTON COUNTY, TEXAS

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

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

OPTIONS TO RENEW 2 Extensions/1 Year Options

\_\_\_\_\_  
WITNESS

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

\_\_\_\_\_  
DATE

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

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

\_\_\_\_\_  
TITLE

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

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

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

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

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

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

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

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

LINE ITEM DETAIL

BID #: B162014  
OPEN: 07/28/2016  
2:00 P

Melathion Insecticide

GALVESTON COUNTY, TEXAS

VENDOR ID BIDCON Bid and Contract Vendor

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
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0001	96100	Malathion Insecticide - BULK delivery to Dickinson, TX	1000	GL		\$	\$
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Extended Price Total of all Item: \$

**BID FORM  
MALATHION INSECTICIDE  
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 bid. Failure to do so may be ample cause for rejection of bid as non-responsive. It is the responsibility of the Bidder to ensure that bidder has received all addenda.

Items:	Confirmed (X):
1. References (if required)	_____
2. Addenda, if any	#1 _____ #2 _____ #3 _____ #4 _____
3. One (1) original and three (3) copies of submittal	_____
4. Bid 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 bid: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name of person authorized to bind the Firm: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**BID FORM  
MALATHION INSECTICIDE  
GALVESTON COUNTY, TEXAS**

Bidder 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."

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

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

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: \_\_\_\_\_

**BID FORM**  
**MALATHION INSECTICIDE**  
**GALVESTON COUNTY, TEXAS**

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

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: ITB #B162014

Solicitation Title: MALATHION INSECTICIDE

**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 **Bid #B162014 Malathion Insecticide**

- 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: \_\_\_\_\_