GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
SPECIAL MEETING
AGENDA

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

Mark Henry	Darrell Apffel	Joe Giusti	Hank Dugie	Robin Armstrong, MD
County Judge	Commissioner, Precinct 1	Commissioner, Precinct 2	Commissioner, Precinct 3	Commissioner, Precinct 4

Monday, July 21, 2025 **9:30 AM** **CALDER MEETING LOCATION**

174 Calder Rd., Room 100
League City, Texas 77573

SPECIAL MEETING

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

Invocation and Pledge of Allegiance

Public Comment

Consent Agenda

Submitted by the Auditor's Office:

***1.** Approval of the accounts payable checks dated 7/21/2025

***2.** Order for payroll ending 7/16/2025 bi-weekly #15

***3.** Order for supplemental payroll period ending 7/16/2025 bi-weekly #15

***4.** Quarterly audit report for the Department of Mosquito Control for period of 4/1/2025 - 6/30/2025

***5.** Early check release dated 7/14/2025 to Ransome Shirley check number AP00481581

***6.** Execution of IRS form 8038-CP Return for Credit Payments to Issuers of Qualified Bonds

***7.** Receive and file the FY2025 budget for Fund 2250, Law Enforcement Officer Standards and Education (LEOSE) Fund

***8.** Receive and file notification for transfer of funds within the County Auditor's expenditure accounts

***9.** Receive and file refund check list from Odyssey submitted by the District Clerk

***10.** Receive and file the restitution checklist from Odyssey submitted by Personal Bond/Collections

***11.** Receive and file Annual Audit Report for the Galveston County Emergency Communication District for year ended December 31, 2023 submitted by the County Judge

***12.** Receive and file Summary of Biweekly Personnel Movements pay period #14, June 19 - July 02, 2025, submitted by Human Resources

***13.** Consideration of authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements to provide temporary staffing services with Robert Half International Inc., submitted by Human Resources

***14.** Consideration of a Resolution supporting adding Hwy 87 to the Houston-Galveston Area Council Transportation Plan submitted by Commissioner Pct. 3

***15.** Consideration of approval of reappointments to the Mediation Services Board submitted by the County Judge

***16.** Consideration of approval of the Primary and Alternate nominees for the Houston-Galveston Area Council Regional Air Quality Planning Advisory Committee submitted by Commissioner Pct. 3

***17.** Consideration of approval of the Primary and Alternate nominees for the Houston-Galveston Area Council Area Emission Reduction Credit Organization Committee submitted by Commissioner Pct. 3

***18.** Consideration of approval of the Primary and Alternate nominees for the Houston-Galveston Area Council Regional Solid Waste Management Committee submitted by Commissioner Pct. 3

***19.** Consideration of approval of TXU Energy Contract Service Point Change Request to add 2 meters at 1207 Oak St., La Marque and Bayshore Park 5437 FM 646 Rd. South, Santa Fe with TXU Energy submitted by Facilities

***20.** Consideration of authorizing Work Order #3 to Project Management Services Agreement with Turner & Townsend Heery, LLC for the Mental Health Wellness Center submitted by Legal Services Manager

***21.** Consideration of authorizing the application and certificate for payment for Jail Facility Kitchen Floor Replacement project with Construction LTD for $71,843.83, submitted by Facilities

***22.** Consideration of approval of Workday Public Cloud Migration with Precision Task Group, Inc. submitted by Information Technology

***23.** Consideration of approval of Palo Threat Prevention for 415's renewal with MGT Impact Solutions LLC submitted by Information Technology

***24.** Consideration of approval of TreeSize professional software renewal with SHI Govt Solutions submitted by Information Technology

***25.** Consideration for authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements to purchase Audio Visual System Upgrade for the Agrilife building with Ford Audio-Video Systems, LLC on behalf of the Information Technology Department submitted by the Purchasing Agent

***26.** Consideration of approval of consulting hours for post-production Workday support and enhance system performance with Guidehouse submitted by Information Technology

***27.** Consideration of authorizing a proposal with Liberty Technical Solutions for CorEMR Server Hosting and Support to facilitate encrypted data transfer from the Jail Management System submitted by Legal Services Manager

***28.** Receive and file the County Clerk's Records Preservation and Restoration Plan submitted by the County Clerk

***29.** Consideration of Setting a Public Hearing for August 04, 2025, on the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code

***30.** Consideration for the County Judge to execute the resultant contract for RFP 25-041 Aerial Adulticide Application Services submitted by the Mosquito Control Department

***31.** Consideration for the County Judge to execute the resultant contract for ITB 25-048, Altosid Liquid Larvicide 5% & 20% submitted by the Mosquito Control Department

***32.** Consideration for authorization to issue formal solicitations for engineering services for plans and specifications for the renovation of the 18th Street Concession and Restroom Building submitted by the Interim Purchasing Agent

***33.** Consideration for authorization to extend the contracts for RFP #B232023 Substance Abuse Treatment Services for Adult Probation submitted by the Interim Purchasing Agent

***34.** Consideration for authorization to extend the contract for RFP #B232022 Miscellaneous Concrete Placement submitted by the Interim Purchasing Agent

***35.** Consideration for authorization to extend the contract for RFP #B222021 Property and Casualty Insurance submitted by the Interim Purchasing Agent

***36.** Consideration for authorization to dispose of salvage or surplus property submitted by the Interim Purchasing Agent

***37.** Consideration of approval of an Interlocal Agreement with the City of Bayou Vista for a Drainage Study within the City Limits submitted by Engineering

***38.** Consideration of approval of interlocal agreement to partially fund drainage facilities within the City Limits of Santa Fe submitted by Engineering

***39.** Consideration of approval of interlocal agreement to partially fund improvements to various city streets within the City Limits of Santa Fe submitted by Engineering

***40.** Consideration of approval of interlocal agreement to partially fund improvements to drainage facilities within the limits of Galveston County Drainage District No. 1 submitted by Engineering

***41.** Consideration of approval of application from Gentjan Hajderlli and Bruce F. Longaker for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

***42.** Consideration of approval of application from NEP TEX #3, LLC for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

***43.** Consideration of approval of application from The Biscayne Owners Association for a partial replat of The Biscayne Section Two subdivision submitted by Platting & Right-of-Way

***44.** Request for waiver or refund of penalty and interest due to clerical errors as recommended by Penalty & Interest Review Committee submitted by the Tax Assessor/Collector

***45.** Consideration of request of tax refunds in excess of $2,500.00 submitted by the Tax Assessor/Collector

***46.** Consideration of authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements with Vertosoft, LLC for the procurement of the OpenGov Budget Book software platform under cooperative contract DIR–CPO–5327, submitted by Professional Services

***47.** Consideration of authorization for County Judge to sign required forms for the FY 2026 Local Parks Grant application regarding Jack Brooks Park for submission to the Texas Parks and Wildlife Department as submitted by Professional Services

***48.** Consideration of authorization for County Judge to sign FY 2026 Senior Meal Grant revised application forms for submission to the Houston Galveston Area Council as submitted by Professional Services

***49.** Consideration of authorization for County Judge to sign assignment of Financial Point of Contact letter for the Statewide Automated Victims Notification Service grant from the Texas Attorney General as submitted by Professional Services

***50.** Consideration of authorization for County Judge to sign grant award agreement regarding equipment for the Sheriff's Department - Mounted Patrol Division from the Mary Moody Northen Endowment grant program as submitted by Professional Services

***51.** Consideration of acceptance of the 2025/2026 Veterans Treatment Court grant award from the Texas Veterans Commission as submitted by Professional Services

***52.** Consideration of acceptance of 2025 Beach Cleaning and Maintenance Grant award from the Texas General Land Office as submitted by Professional Services

* Consideration of approval of the following budget amendments submitted by Professional Services:

***53.** 24-190-0721-A
Auditor- Request transfer from County Records Management and Preservation Fund Budgeted Reserves to County Clerk Records Management and Preservation Fund and District Clerk Records Management and Preservation Fund Budgeted Reserves per SB1612

***54.** 25-149-0721-A
Information Technology- Request transfer from Cyber Security - Other Contract Services & Information Technology - Software Licensing and Maintenance to Information Technology - Other Contract Services to fund Guidehouse change order

***55.** 25-150-0721-B
Justice of the Peace Pct 4 - Request transfer from within Justice of the Peace Precinct #4 - Travel and Conference to Administrative Supplies to fund the additional purchase of print paper and case folders

***56.** 25-151-0721-C
Sheriff's Office - Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Sheriff - Administration - Software Licensing and Maintenance to fund the creation of a website

***57.** 25-152-0721-D
General Government- Request transfer from General Fund - Budgeted Reserves to Public Health - Buildings to fund Work Order #3 for the Mental Health Wellness Center

***58.** 25-153-0721-E
Professional Services- Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center

***59.** 25-154-0721-F
Professional Services- Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Information Technology - Other Professional Services to fund Cognizant change order #8

***60.** 25-155-0721-G
Professional Services- Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Professional Services - Cloud Subscription Services to fund new software

***61.** 25-156-0721-H
County Court Administration- Request to transfer within General Fund - County Court Administration from Court Appointed Adult Misdemeanor to Relief judges to fund visiting judges' expenses through the end of the fiscal year

Action Agenda

Commissioner, Precinct 1

62. Consideration of approval of amendment to Uniform Work Hours, in accordance with Senate Bill 65, previously adopted on July 7, 2025

County Judge

63. Selection of 9 public members and 31 alternates to serve on the Galveston County Salary Grievance Committee pursuant to section 152.015 of the Texas Local Government Code

Engineering

64. Receive public comments on dune mitigation permit for 801 Kahla, Crystal Beach

65. Consideration of approval of dune mitigation permit for 801 Kahla, Crystal Beach

Right of Way

66. Receive public comments on Miller Addition to Bayview, Lots 39, 40 & part of 34 replat

67. Consideration of approval, approval with conditions or disapprove of Miller Addition to Bayview, Lots 39, 40 & part of 34 replat

General Counsel

a. Break into Executive Session:

b. Executive Session:

Texas Government Code Section 551.071, Consultation with Attorney: the Commissioners Court will enter into an executive session as permitted under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.071 of the Government Code to seek the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas- clearly conflicts with the Open Meetings Act relating to the following item:

b.68. Claimant Cassie Powers

c. Executive Session:

Texas Government Code, Section 551.072, Deliberation Regarding Real Property: the Commissioners Court will enter into executive session as permitted under the Open Meetings Act, Chapter 551 of the Texas Government Code, pursuant to Section 551.072 of the Texas Government Code, Deliberation Regarding Real Property: to deliberate the purchase, exchange,- lease or value of real property because deliberation in an open meeting would have a detrimental effect on the position of Galveston County in negotiations with a third person relating to the following item:

c.69. 13.9 acres of land located at 54th St. and Broadway Blvd., Galveston, Texas

d. Reconvene into Special Meeting

d.70. Consideration of Settlement Agreement and Full Release with Cassie Powers from an incident that occurred on or about May 10, 2024, submitted by Legal Services Manager

d.71. Consideration of authorizing amendment to the contract for sale of real property with Julie Barry, Trustee for the sale of approximately 13.9 acres of land located at 54th St., and Broadway Blvd., Galveston, TX, to extend the feasibility period until September 25, 2025, submitted by Legal Services Manager

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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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*1.

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

Approval of the accounts payable checks dated 7/21/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/11/25 3:20 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 7/16/2025 bi-weekly #15

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/11/25 3:21 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 7/16/2025 bi-weekly #15

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/11/25 3:22 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Quarterly audit report for the Department of Mosquito Control for period of 4/1/2025 - 6/30/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 12:07 pm

GALVESTON COUNTY

Office of County Auditor

Sergio Cruz, County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

July 21, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Ave, Suite 200
Galveston, TX 77550

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the Quarterly Audit Report for the Department of Mosquito Control. The audit covered the period from April 2025 through June 2025.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: John Marshall, Director of Mosquito Control

GALVESTON COUNTY

Office of County Auditor

Sergio Cruz, County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

July 8, 2025

Mr. John Marshall
Director of Mosquito Control
5115 Highway 3
Dickinson, Texas 77539

Mr. Marshall:

The Galveston County Auditor's Office has examined the chemical inventory of the Mosquito Control Department for the months of April 2025 through June 2025. The scope of the examination was limited to reviewing the records submitted to this office by the Mosquito Control Department. The objectives of the examination were to verify the mathematical accuracy of the inventory reports and to monitor chemicals received and used during the audit period.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- All chemicals received were recorded accurately and completely in Workday.
- All chemicals received and used were recorded accurately and completely on the monthly inventory logs.

This report will be submitted to Commissioners Court on July 21, 2025. Please contact Lori McWhirter, Internal Audit Manager, if you have any questions or comments regarding this report.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

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

Early check release dated 7/14/2025 to Ransome Shirley check number AP00481581

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 12:10 pm

Galveston County
Request for Early Release of Check

Why do you need the early release? Settlement approved by Commissioners Court June 9, 2025, for Claimants Mitzie Shirley and Ransome Shirley for property damage, date of loss May 22, 2025

Early Release Date Needed 07/14/2025 Check Amount $ 20,860.00

Vendor Name Mitzie Shirley and Ransome Shirley

Requested by (Employee) Veronica Van Horn (print name) 5562 (Ext.) Van Horn, Veronica Digitally signed by Van Horn, Veronica Date: 2025.07.10 13:17:51 -05'00' (signed)

Approved by (Department Head) Mark Henry (print name) 2244 (Ext.) Mark Henry Digitally signed by Mark Henry Date: 2025.07.10 13:25:38 -05'00' (signed)

Department Name County Judge

Disposition [ ] Mail [X] Pickup

Approved by County Auditor Cruz, Sergio Digitally signed by Cruz, Sergio Date: 2025.07.11 15:38:18 -05'00' (signed) 07/11/2025 (date)

Approved by County Judge Mark Henry Digitally signed by Mark Henry Date: 2025.07.10 13:25:56 -05'00' (signed) 07/10/2025 (date)

** It is mandatory that you **HAND DELIVER** the request to the County Auditor for approval, then **HAND DELIVER** the request to the County Judge for approval to process the request. The form must have all original signatures; all blanks must be completed before request will be processed. You will also need backup documentation when making the request. (i.e., purchase order or affidavit, invoice copy, receipts, etc.) Please return the signed request to the Auditor's Office after approval by the County Judge. The release of funds will be from the County Treasurer's Office.

Check No: AP00481581 Check Date: 07/14/2025 Release Date: 07/14/2025

Find Payments - County Auditor Voucher Warrants Report

Settlement Run Number: sr-0000183
Payment Amount Equal To: 0
Payment Amount Greater Than: 0
Payment Amount Less Than: 0
Is Intercompany: No
Is Direct Intercompany: No

Payment Category	Payee / Payor	Transaction Date	Payment Type	Settlement Run	Transaction Reference	Payment Amount
Supplier Payment	SHIRLEY, RANSOME L.	07/14/2025	Check	SR-0000183	481581	20,860.00
						20,860.00

GALVESTON COUNTY, TEXAS

List of County Auditor's Approved Claims for Voucher Warrants Dated 07/14/2025

Approved Order to pay by Commissioners Court this day_____,_____.

Sergio Cruz
_____
Sergio Cruz, County Auditor

_____
Mark Henry, Galveston County Judge

_____
Darrell A. Apffel, Galveston County Commissioner, Pct 1

_____
Joe Giusti, Galveston County Commissioner, Pct 2

ATTEST:

_____
Hank Dugie, Galveston County Commissioner, Pct 3

_____
Dwight D. Sullivan, County Clerk

_____
Robin Armstrong, MD, Galveston County Commissioner, Pct 4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

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

Execution of IRS form 8038-CP Return for Credit Payments to Issuers of Qualified Bonds

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 4:37 pm

GALVESTON COUNTY

Office of County Auditor

Sergio Cruz, County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

July 21, 2025

Honorable Mark A. Henry, County Judge
722 Moody, 2nd Floor
Galveston, TX 77550

Re: Internal Revenue Service Form 8038-CP

Honorable Mark Henry,

Enclosed for your signature is IRS Form 8038-CP, ***Return for Credit Payments to Issuers of Qualified Bonds***.

This form is filed semi-annually by the County to request a rebate on interest paid to bondholders for the Build America Bonds issued in September 2009.

At your convenience, please return the signed original to me so I may promptly submit it to the Internal Revenue Service.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

Attachment: Internal Revenue Service Form 8038-CP

Form **8038-CP**
(Rev. January 2022)
Department of the Treasury
Internal Revenue Service

Return for Credit Payments to Issuers of Qualified Bonds

▶ **Go to *www.irs.gov/Form8038CP* for instructions and the latest information.**

OMB No. 1545-0047

Part I Information on Entity That Is To Receive Payment

Check if **Amended Return** (see instructions) ▶ ☐

1 Name of entity that is to receive payment of the credit
Galveston County, Texas

2 **Employer identification number (EIN)**
74-6000908

3 Number and street (or P.O. box no. if mail is not delivered to street address) | Room/suite
722 Moody (21st Street), 4th Floor

4 City, town, or post office; state; and ZIP code
Galveston, Texas 77550

5 Name and title of designated contact person whom the IRS may contact for more information
Sergio Cruz, County Auditor

6 Telephone number of contact person shown on line 5
(409) 770-5398

Part II Reporting Authority

7 Issuer's name (if same as line 1, enter "SAME" and skip lines 8, 9, 11, 15, and 16)
[SAME] Galveston County, Texas

8 EIN
74-6000908

9 Number and street (or P.O. box no. if mail is not delivered to street address) | Room/suite
722 Moody (21st Street), 4th Floor

10 Report number (see instructions)
4 0 1

11 City, town, or post office; state; and ZIP code
Galveston, Texas 77550

12 Date of issue (MM/DD/YYYY)
09/29/2009

13 Name of issue
Limited Tax County Building Bonds, Series 2009B (Build America Bonds)

14 CUSIP number (see instructions)
374195BY2

15 Name and title of officer or other person whom the IRS may contact for more information

16 Telephone number of contact person shown on line 15

17a	Check applicable box (see instructions) ▶ ☐ Variable rate bond ☑ Fixed rate bond **b** Enter the issue price ▶	17b	45,000,000.00
c	Enter code number for type of bonds (see instructions) 1 0 9		

Part III Payment of Credit (For specified tax credit bonds with multiple maturities, see instructions.)

18	Interest payment date to which this payment of credit relates (MM/DD/YYYY) 08/01/2025		
19a	Interest payable to bondholders on the interest payment date. See instructions	19a	402,721.00
b	For specified tax credit bonds only, enter the applicable credit rate determined under sec. 54A(b)(3) . %		
c	For specified tax credit bonds only, complete Schedule A and enter amount from Schedule A, line 3	19c	
20	Amount of credit allowed for the interest payment date (complete only line 20a, 20b, 20c, 20d, 20e, or 20f)		
a	Build America bonds. Multiply line 19a by 35% (0.35)	20a	140,952.35
b	Recovery zone economic development bonds. Multiply line 19a by 45% (0.45)	20b	
c	New clean renewable energy bonds, enter the smaller of lines 19a or 19c	20c	
d	Qualified energy conservation bonds, enter the smaller of lines 19a or 19c	20d	
e	Qualified zone academy bonds, enter the smaller of lines 19a or 19c	20e	
f	Qualified school construction bonds, enter the smaller of lines 19a or 19c	20f	
21	Adjustment to previous credit payments (complete line 21a OR line 21b only):		
a	Net increase to previous payments	21a	
b	Net decrease to previous payments	21b	
c	Enter explanation code for lines 21a or 21b (see instructions)		
22	Amount of credit payment requested. Combine either line 20a, 20b, 20c, 20d, 20e, or 20f with line 21a or line 21b	22	140,952.35
23a	Has there been a change to the debt service schedule most recently filed with the IRS?		**Yes** ☐ **No** ☑
b	If "Yes," enter the explanation code and attach the revised debt service schedule (see instructions)		
24a	Have you paid or will you pay all the interest from line 19a on or before the date from line 18? See instructions		**Yes** ☑ **No** ☐
b	If "No," enter the explanation code (see instructions)		
25	Is this return submitted for the final interest payment date for the bonds?		**Yes** ☐ **No** ☑

Direct Deposit

26 Enter direct deposit information below:

a Routing number 1 1 3 1 2 2 6 5 6 ▶ **b** Type: ☑ Checking ☐ Savings

c Account number 7 4 3 1 4 3 1

Signature and Consent

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I authorize the IRS to send the requested refundable credit payment to the entity identified in Part I, and I consent to the disclosure of the issuer's return information, as necessary to process the refundable credit payment, to the designated contact person(s) listed above in Parts I and II, as applicable.

Signature of issuer | Date | ▶ Mark Henry, County Judge — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

Receive and file the FY2025 budget for Fund 2250, Law Enforcement Officer Standards and Education (LEOSE) Fund

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 9:30 am

GALVESTON COUNTY

Office of County Auditor

Sergio Cruz, County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

July 21, 2025

Honorable Mark A. Henry, County Judge
and Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Re: FY2025 Receive and File Budget for LEOSE Fund 2250

Honorable Mark A. Henry, County Judge, and Members of the Commissioners Court,

Attached for your review is the FY2025 budget for Fund 2250, Law Enforcement Standards and Education (LEOSE) Fund. This budget was prepared by our office based on an analysis of revenues received and expenditures made to date.

Respectfully,

Sergio Cruz

Sergio Cruz
County Auditor

Attachment: FY2025 Receive and File Budget for Fund 2250

Budget Amendment for LEOSE Funds
FY 2025
July 21, 2025

GL Account	GL Description	+ / -	Amount
2250-000000-4811010	Interest Revenue	+	$ 381.88
2250-000000-4811016	Prosp Investment Interest Rev	-	(12.36)
2250-127100-4302210	DA State Pro Rata Share	+	1,986.41
2250-211101-4302210	SO State Pro Rata Share	+	57,474.82
2250-223300-4302210	Const Pct #3 State Pro Rata Share	+	2,405.77
2250-223400-4302210	Const Pct #2 State Pro Rata Share	+	2,091.25
2250-223700-4302210	Const Pct #1 State Pro Rata Share	+	2,091.25
2250-223800-4302210	Const Pct #4 State Pro Rata Share	+	2,195.84
		Total Revenues	$ 68,614.86
2250-127100-5496100	DA Travel and Conference	+	$ 1,996.71
2250-211101-5496100	SO Travel and Conference	+	57,756.76
2250-223300-5496100	Const Pct #3 Travel and Conference	+	2,426.72
2250-223400-5496100	Const Pct #2 Travel and Conference	+	2,109.40
2250-223700-5496100	Const Pct #1 Travel and Conference	+	2,109.40
2250-223800-5496100	Const Pct #4 Travel and Conference	+	2,215.87
		Total Expenditures	$ 68,614.86
		Total Budget Amendment	$ 137,229.72

The purpose of this budget amendment is to true up actual budget for each department that receives state funding for the Law Enforcement Officers Standards and Education Fund.

**Interest is calculated based on a YTD average run-out & Pro Rata Share based on funding received in current fiscal year.*

Current Balance vs. Calculated Balance
FY 2025
July 21, 2025

GL Account	GL Description	Current Budget	Calculated Budget*	Increase Needed
2250-000000-4811010	Interest Revenue	$ 110.17	$ 492.05	$ 381.88
2250-000000-4811016	Prosp Investment Interest Rev	12.36	-	(12.36)
2250-127100-4302210	DA State Pro Rata Share	-	1,986.41	1,986.41
2250-211101-4302210	SO State Pro Rata Share	-	57,474.82	57,474.82
2250-223300-4302210	Const Pct #3 State Pro Rata Share	-	2,405.77	2,405.77
2250-223400-4302210	Const Pct #2 State Pro Rata Share	-	2,091.25	2,091.25
2250-223700-4302210	Const Pct #1 State Pro Rata Share	-	2,091.25	2,091.25
2250-223800-4302210	Const Pct #4 State Pro Rata Share	-	2,195.84	2,195.84
	Total Revenue	$ 122.53	$ 68,737.39	$ 68,614.86
2250-127100-5496100	DA Travel and Conference	$ 10,743.70	$ 12,740.41	$ 1,996.71
2250-211101-5496100	SO Travel and Conference	104,463.43	162,220.19	57,756.76
2250-223300-5496100	Const Pct #3 Travel and Conference	13,232.75	15,659.47	2,426.72
2250-223400-5496100	Const Pct #2 Travel and Conference	12,852.35	14,961.75	2,109.40
2250-223700-5496100	Const Pct #1 Travel and Conference	3,011.65	5,121.05	2,109.40
2250-223800-5496100	Const Pct #4 Travel and Conference	7,600.90	9,816.77	2,215.87
	Total Expenditures	$ 151,904.78	$ 220,519.64	$ 68,614.86
	Total Budget Amendment			$ 137,229.72

The purpose of this budget amendment is to true up actual budget for each department that receives state funding for the Law Enforcement Officers Standards and Education Fund.

**Interest is calculated based on a YTD average run-out & Pro Rata Share based on funding received in current fiscal year.*

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Receive and file notification for transfer of funds within the County Auditor's expenditure accounts

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 10:11 am

GALVESTON COUNTY

Office of County Auditor

Sergio Cruz, County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5304** **722 Moody Ave 4th Floor, Galveston, TX 77550**

July 21, 2025

Galveston County Commissioners Court
722 Moody Avenue
Galveston, Texas 77550

Re: Fiscal Year 2025 Receive and File Budget Amendment for County Auditor

Honorable Members of the Commissioners Court,

Please accept this receive and file letter as notification of my request to transfer funds in the amount of $150,000 from Salaries and Wages to Extraordinary Supplies and Other Contract Services within the County Auditor's Office operating account (1101-151300). I have attached the proposed budget amendment to provide additional context and support for this request.

Respectfully,

Sergio Cruz

Sergio Cruz
County Auditor

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000189

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000189
Amendment Date	07/21/2025
Description	Request of transfer of funds within County Auditor's Office from Salaries and Wages to Extraordinary Supplies and Other Contract Services
Amendment Type	Receive and File
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	151300 County Auditor	1101 General Fund		Other Contract Services			$40,000.00	$0.00	Request of transfer of funds within County Auditor's Office from Salaries and Wages to Other Contract Services	
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	151300 County Auditor	1101 General Fund		Extraordinary Supplies			$110,000.00	$0.00	Request of transfer of funds within County Auditor's Office from Salaries and Wages to Extraordinary Supplies	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	151300 County Auditor	1101 General Fund		Salaries and Wages			$0.00	$150,000.00	Request of transfer of funds within County Auditor's Office from Salaries and Wages to Extraordinary Supplies and Other Contract Services	

Process History

Process		Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	07/11/2025 11:54:28 AM	07/12/2025	Lauren Swift	1	

Process		Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Awaiting Action		07/13/2025	Sergio Cruz (Cost Center Manager)	1	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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

Receive and file refund check list from Odyssey submitted by the District Clerk.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/14/25 3:25 pm

Payment Group Ad Hoc Payment(Check) for Prosperity-District Clerk Odyssey 3561
Settlement Run SR-0000181
Organization The County of Galveston
Currency USD
Group Payment Date 07/11/2025
Payment Category Ad Hoc Payment
Bank Account Prosperity-District Clerk Odyssey 3561
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Douglas & Vera Cooper, Jr. - 07/09/2025	Complete	Douglas & Vera Cooper, Jr.	Ad Hoc Payment	Check	07/09/2025		08-TX-0407		2886	85.00	USD	85.00	USD
Ad Hoc Payment: ROBERT C DANGERFIELD - 07/09/2025	Complete	ROBERT C DANGERFIELD	Ad Hoc Payment	Check	07/09/2025		17-TX-0297		2890	150.00	USD	150.00	USD
Ad Hoc Payment: SUP Interests LLC - 07/09/2025	Complete	SUP Interests LLC	Ad Hoc Payment	Check	07/09/2025		17-TX-0337		2894	75.00	USD	75.00	USD
Ad Hoc Payment: Brandon E. Wade - 07/09/2025	Complete	Brandon E. Wade	Ad Hoc Payment	Check	07/09/2025		16-TX-0531		2883	75.00	USD	75.00	USD
Ad Hoc Payment: Marcelino M. Valencia - 07/09/2025	Complete	Marcelino M. Valencia	Ad Hoc Payment	Check	07/09/2025		13-TX-0102		2888	99.50	USD	99.50	USD
Ad Hoc Payment: Nebraska Thomas - 07/09/2025	Complete	Nebraska Thomas	Ad Hoc Payment	Check	07/09/2025		18-TX-0048		2889	70.00	USD	70.00	USD
Ad Hoc Payment: Roy Dixon - 07/09/2025	Complete	Roy Dixon	Ad Hoc Payment	Check	07/09/2025		15-TX-0603		2891	94.00	USD	94.00	USD
Ad Hoc Payment: Scott Arnold - 07/09/2025	Complete	Scott Arnold	Ad Hoc Payment	Check	07/09/2025		16-TX-0411		2892	75.00	USD	75.00	USD
Ad Hoc Payment: Sharon Anne Muehlberger - 07/09/2025	Complete	Sharon Anne Muehlberger	Ad Hoc Payment	Check	07/09/2025		19-TX-0484		2893	2.00	USD	2.00	USD
Ad Hoc Payment: Dana Loftis - 07/09/2025	Complete	Dana Loftis	Ad Hoc Payment	Check	07/09/2025		07-TX-0289		2885	78.29	USD	78.29	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: Cynthia Ann Bishoff - 07/09/2025	Complete	Cynthia Ann Bishoff	Ad Hoc Payment	Check	07/09/2025		17-TX-0578		2884	75.00	USD	75.00	USD
Ad Hoc Payment: Hilary Dane Norris - 07/11/2025	Complete	Hilary Dane Norris	Ad Hoc Payment	Check	07/11/2025		24-CR-3306		2887	75.00	USD	75.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 07/11/2025 10:18 AM	12	953.79	USD	07/11/2025 12:18:39 PM	Ad Hoc Payment - Odyssey - 07/11/2025 10:18 AM.pdf	Positive Pay File for Prosperity-District Clerk Odyssey 3561 on 07/11/2025, 10:18 AM	12	953.79	USD

Process History

Process History

Process		Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	07/11/2025 12:17:55 PM	07/12/2025	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Step Completed	07/11/2025 12:18:40 PM	07/11/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	07/11/2025 12:18:40 PM	07/12/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-District Clerk Odyssey 3561 on 07/11/2025 for $953.79	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*10.

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

Receive and file the restitution checklist from Odyssey submitted by Personal Bond/Collections

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/14/25 11:26 am

Payment Printing Run Ad Hoc Payment - Odyssey - 07/07/2025 07:27 AM
Settlement Run SR-0000176
Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Ad Hoc Payment - Odyssey - 07/07/2025 07:27 AM.pdf
Status Completed

Process Information

Name of Submitter Annaya Nigrelle
Actual Start Date and Time 07/07/2025 09:27 AM
100%
Total Processing Time (hour:min:sec)
00:00:15
Response Message
Integration Completed.

Payments

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: Advario North America LLC - 07/02/2025	07/02/2025	313081	333.00	USD	Advario North America LLC
Ad Hoc Payment: Ashley Archer - 07/02/2025	07/02/2025	313082	50.00	USD	Ashley Archer
Ad Hoc Payment: Bharat N. Patel - 07/02/2025	07/02/2025	313083	150.00	USD	Bharat N. Patel
Ad Hoc Payment: Brianna Rachelle Alleman - 07/02/2025	07/02/2025	313084	40.00	USD	Brianna Rachelle Alleman
Ad Hoc Payment: Camillo Properties - 07/02/2025	07/02/2025	313085	180.00	USD	Camillo Properties
Ad Hoc Payment: City Of Galveston - 07/02/2025	07/02/2025	313086	7.69	USD	City Of Galveston
Ad Hoc Payment: CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C - 07/02/2025	07/02/2025	313087	2,108.88	USD	CNA INSURANCE C/O JOHN STANKOVICH, NIELSE, ZEHE& ANTAS, P.C
Ad Hoc Payment: Darwin Castellanos - 07/02/2025	07/02/2025	313088	200.00	USD	Darwin Castellanos
Ad Hoc Payment: Donald M Gundermann - 07/02/2025	07/02/2025	313089	120.00	USD	Donald M Gundermann
Ad Hoc Payment: JAIME OREA - 07/02/2025	07/02/2025	313090	20.00	USD	JAIME OREA
Ad Hoc Payment: JAMES CHAMBERS - 07/02/2025	07/02/2025	313091	10.00	USD	JAMES CHAMBERS
Ad Hoc Payment: Jeffrey Scott Wilton - 07/02/2025	07/02/2025	313092	150.00	USD	Jeffrey Scott Wilton
Ad Hoc Payment: JESSICA MARIEL DELOCH - 07/02/2025	07/02/2025	313093	50.00	USD	JESSICA MARIEL DELOCH
Ad Hoc Payment: Jovan Francis - 07/02/2025	07/02/2025	313094	100.00	USD	Jovan Francis

Payment	Payment Date	Check Number	Payment Amount	Currency	Payee
Ad Hoc Payment: KATLIN HARBOUR - 07/02/2025	07/02/2025	313095	41.66	USD	KATLIN HARBOUR
Ad Hoc Payment: Lance Cohen - 07/02/2025	07/02/2025	313096	1,800.00	USD	Lance Cohen
Ad Hoc Payment: Leo Adkins III - 07/02/2025	07/02/2025	313097	50.00	USD	Leo Adkins III
Ad Hoc Payment: Lisa Nunez - 07/02/2025	07/02/2025	313098	60.00	USD	Lisa Nunez
Ad Hoc Payment: MOAREFTI HOUSHYAR - 07/02/2025	07/02/2025	313099	420.12	USD	MOAREFTI HOUSHYAR
Ad Hoc Payment: Sandra Barrera - 07/02/2025	07/02/2025	313100	1,753.00	USD	Sandra Barrera
Ad Hoc Payment: SEAN LANGANKE - 07/02/2025	07/02/2025	313101	100.00	USD	SEAN LANGANKE
Ad Hoc Payment: Texas Department of Public Safety - 07/02/2025	07/02/2025	313102	180.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/02/2025	07/02/2025	313103	35.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Public Safety - 07/02/2025	07/02/2025	313104	60.00	USD	Texas Department of Public Safety
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 07/02/2025	07/02/2025	313105	40.00	USD	Texas Department of Safety Restitution Accounting
Ad Hoc Payment: TEXAS FIRST BANK ATTEN: DEBRA MATTHEWS - 07/02/2025	07/02/2025	313106	100.00	USD	TEXAS FIRST BANK ATTEN: DEBRA MATTHEWS
Ad Hoc Payment: Texas Municipal League - 07/02/2025	07/02/2025	313107	177.31	USD	Texas Municipal League
Ad Hoc Payment: TREY INDUSTRIAL INC. - 07/02/2025	07/02/2025	313108	130.00	USD	TREY INDUSTRIAL INC.
Ad Hoc Payment: U.S. Postal Service - 07/02/2025	07/02/2025	313109	350.00	USD	U.S. Postal Service

Positive Pay Files

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process		Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 07/07/2025, 7:27 AM	29	8,816.66	USD	Payment Printing Event	Payment Printing Event	Step Completed	07/07/2025 09:27:25 AM	07/08/2025	Annaya Nigrelle	1	
				Payment Printing Event	Approval by Settlement Specialist	Awaiting Action			Dwight Sullivan (Settlement Specialist)	3	
									Mien Tran (Settlement Specialist)		

Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency	Process History							
				Process		Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
									Susie Smith (Settlement Specialist)		

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000181
Organization The County of Galveston
Currency USD
Group Payment Date 07/11/2025
Payment Category Ad Hoc Payment
Bank Account Prosperity-Court Collections Odyssey 9911
Payment Type Check

Payments

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: HERBERT BANUELOS - 07/07/2025	Complete	HERBERT BANUELOS	Ad Hoc Payment	Check	07/07/2025		15-CR-0738		313117	2,103.66	USD	2,103.66	USD
Ad Hoc Payment: ALECIA HAYNES - 07/09/2025	Complete	ALECIA HAYNES	Ad Hoc Payment	Check	07/09/2025		12-CR-0138		313110	25.00	USD	25.00	USD
Ad Hoc Payment: Savannah Turner - 07/09/2025	Complete	Savannah Turner	Ad Hoc Payment	Check	07/09/2025		23-CR-2631		313121	150.00	USD	150.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/09/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/09/2025		24-CR-0729		313123	30.00	USD	30.00	USD
Ad Hoc Payment: TREY INDUSTRIES - 07/09/2025	Complete	TREY INDUSTRIES	Ad Hoc Payment	Check	07/09/2025		15-CR-3001		313127	4,040.00	USD	4,040.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/09/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/09/2025		24-CR-3502		313126	50.00	USD	50.00	USD
Ad Hoc Payment: Van Ness Brooke - 07/09/2025	Complete	Van Ness Brooke	Ad Hoc Payment	Check	07/09/2025		20-CR-3684		313128	100.00	USD	100.00	USD
Ad Hoc Payment: Justin Marshall Hutchison - 07/09/2025	Complete	Justin Marshall Hutchison	Ad Hoc Payment	Check	07/09/2025		MD-0370457		313118	200.00	USD	200.00	USD
Ad Hoc Payment: Giles Wesley Bartle - 07/09/2025	Complete	Giles Wesley Bartle	Ad Hoc Payment	Check	07/09/2025		23-CR-3908		313116	58.00	USD	58.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/09/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/09/2025		18-CR-2814		313125	75.00	USD	75.00	USD

Payment	Status	Payee	Payment Category	Payment Type	Payment Date	Handling Code	Payment Memo	Prenote Status	Transaction Reference	Payment Amount	Payment Currency	Bank Amount	Bank Currency
Ad Hoc Payment: MONTAUK ENERGY HOLDING, LLC - 07/09/2025	Complete	MONTAUK ENERGY HOLDING, LLC	Ad Hoc Payment	Check	07/09/2025		22-CR-0587		313120	500.00	USD	500.00	USD
Ad Hoc Payment: GALVESTON LIFEGUARDING ASSOCIATION - 07/09/2025	Complete	GALVESTON LIFEGUARDING ASSOCIATION	Ad Hoc Payment	Check	07/09/2025		24-CR-3597		313115	300.00	USD	300.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 07/09/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	07/09/2025		15-CR-0738		313124	0.62	USD	0.62	USD
Ad Hoc Payment: La Delicia Michoacana - 07/09/2025	Complete	La Delicia Michoacana	Ad Hoc Payment	Check	07/09/2025		MD-0423313		313119	222.00	USD	222.00	USD
Ad Hoc Payment: Elvis Sigueza - 07/09/2025	Complete	Elvis Sigueza	Ad Hoc Payment	Check	07/09/2025		17-CR-3523		313113	100.00	USD	100.00	USD
Ad Hoc Payment: Bruce Howard Nelson - 07/09/2025	Complete	Bruce Howard Nelson	Ad Hoc Payment	Check	07/09/2025		21-CR-3065		313111	297.00	USD	297.00	USD
Ad Hoc Payment: Shirley Guidry - 07/09/2025	Complete	Shirley Guidry	Ad Hoc Payment	Check	07/09/2025		23-CR-4106		313122	60.00	USD	60.00	USD
Ad Hoc Payment: Walmart - 07/09/2025	Complete	Walmart	Ad Hoc Payment	Check	07/09/2025		MD-0269155		313129	50.00	USD	50.00	USD
Ad Hoc Payment: CYNTHIA LYNN FLETCHER - 07/09/2025	Complete	CYNTHIA LYNN FLETCHER	Ad Hoc Payment	Check	07/09/2025		24-CR-4318		313112	51.25	USD	51.25	USD
Ad Hoc Payment: FAMILY DOLLAR - 07/09/2025	Complete	FAMILY DOLLAR	Ad Hoc Payment	Check	07/09/2025		21-CR-2426		313114	20.00	USD	20.00	USD

Payment Printing Information

Payment Printing Run	Count	Payment Amount Total	Account Currency	Printed Date	PDF File	Positive Pay Files			
						Positive Pay File	Positive Pay File Payment Count	Amount Total	Account Currency
Ad Hoc Payment - Odyssey - 07/11/2025 10:18 AM	20	8,432.53	USD	07/11/2025 12:18:17 PM	Ad Hoc Payment - Odyssey - 07/11/2025 10:18 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 07/11/2025, 10:18 AM	20	8,432.53	USD

Process History

Process History

Process		Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	07/11/2025 12:17:57 PM	07/12/2025	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Not Required		07/12/2025		0	
Print Checks Task	Print Checks	Step Completed	07/11/2025 12:18:18 PM	07/11/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	07/11/2025 12:18:18 PM	07/12/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 07/11/2025 for $8,432.53	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Receive and file Annual Audit Report for the Galveston County Emergency Communication District for year ended December 31, 2023 submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/11/25 4:20 pm

AFFIDAVIT

STATE OF TEXAS

COUNTY OF GALVESTON

Before me, the undersigned personally appeared and stated:

I, Jack Wilkins, Executive Director of the Galveston County Emergency Communication District, do solemnly swear that the attached report of the operations of the Galveston County Emergency Communication District is a true and correct report of the District for the fiscal year 2023. The accompanying audit report for FY 2023, from Katherine Overbeck Maxwell, PLLC, was reviewed and approved at a meeting of the Board of Managers held on the 20th day of May, 2025.

Jack Wilkins
Executive Director

Sworn to and subscribed this 22ND day of MAY, 2025.

STEPHEN ROCHA
Notary Public
State of Texas
ID # 12445192-1
My Comm. Expires 03-05-2028

Notary Public in and for the
State of TEXAS

Katherine Overbeck Maxwell, PLLC
Certified Public Accountant

February 14, 2025

Board of Managers and Executive Director
Galveston County Emergency Communication District
1353 FM 646 Rd W Ste 101
Dickinson, TX 77539

We have audited the financial statements of the governmental activities and government fund information of Galveston County Emergency Communication District for the year ended December 31, 2023 . Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards (and, if applicable, *Government Auditing Standards* and the Uniform Guidance), as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated June 21, 2024. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Galveston County Emergency Communication District are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2023. We noted no transactions entered into by Galveston County Emergency Communication District during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Galveston County Emergency Communication District's financial statements were:

> Management's estimate of the Net Pension Liability is based on an actuarial study performed for TCDRS and the OPEB valuation performed to determine Total OPEB Liability. We evaluated the methods, assumptions, and data used to develop the Net Pension Liability and Total OPEB Liability in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 14, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Galveston County Emergency Communication District's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Galveston County Emergency Communication District's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the management's discussion and analysis, the budgetary comparison, schedule of changes in net pension liability and related ratios, schedule of employer contributions and schedule of changes in total OPEB liability and related ratios, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of Galveston County Emergency Communication District and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Katherine Overbeck Maxwell, CPA, PLLC

Katherine Overbeck Maxwell, CPA, PLLC

Galveston County Emergency Communication District

Financial Statements

Year Ended December 31, 2023

Galveston County Emergency Communication District

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Financial Section

Katherine Overbeck Maxwell, PLLC
Certified Public Accountant

INDEPENDENT AUDITOR'S REPORT

To the Board of Managers
Galveston County Emergency Communication District
Dickinson, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and the governmental fund information of the Galveston County Emergency Communication District as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and governmental fund information of the Galveston County Emergency Communication District, as of December 31, 2023, and the respective changes in financial position and, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Galveston County Emergency Communication District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Galveston County Emergency Communication District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a

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substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Galveston County Emergency Communication District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Galveston County Emergency Communication District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, schedule of changes in net pension liability and related ratios, schedule of employer contributions, and schedule of changes in total OPEB liability and related ratios on pages 3-5, 12 and 32-34 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Katherine Overbeck Maxwell, CPA, PLLC

Katherine Overbeck Maxwell, CPA, PLLC
Galveston, Texas
February 14, 2025

Galveston County Emergency Communication District
Management's Discussion and Analysis
December 31, 2023

The management of the Galveston County Emergency Communication District, (GCECD) offers readers of the District's financial statements this overview and analysis of the District's financial activities for the fiscal year ended December 31, 2023.

Financial Highlights

During the fiscal year 2023, the District's operating income was $1,303,880 more than the operating expenses in the fund Financial Statements, with a fund balance of $7,427,868. Approximately 56% of this total amount, $4,014,496, is available for spending at the District's discretion (*unassigned fund balance*).

The assets and deferred outflows of resources of the District exceeded its deferred inflows of resources and liabilities at the close of the most recent fiscal year by $7,719,283 (*net position*). Of this amount, $6,953,540 (unrestricted net position) may be used to meet the District's ongoing obligations.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components:(1) government-wide financial statements, (2) fund financial statements and (3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements, which begin on page 6 of this report, are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the District's assets, deferred outflows of resource, liabilities, and deferred inflows of resources with the difference between the four reported as net position. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Activities presents information showing how the District's net position changed during the fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods, (e.g., earned but unused compensated absences).

Fund Financial Statements – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a district's near-term financing requirements. Because the focus of governmental funds is narrower than that of government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The basic governmental financial statements can be found on pages 8 – 11 of this report.

Notes to the Financial Statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 13 - 30 of this report.

Comparison in Government-Wide Financial Statements

The total assets and deferred outflows for the District was $8,652,776 at Fiscal Year End of 2023, compared to $8,053,628 at FYE 2022. This includes capital assets net of accumulated depreciation of $514,647 and $662,563 at 2023 and 2022 and also right-of-use assets net of amortization of $251,096 and $277,999 at 2023 and 2022, respectively. For FYE 2023, the total liabilities and deferred inflows of resources was $933,493, resulting to a total net position of $7,719,283. The total liabilities and deferred inflows of resources for FYE 2022 was $1,509,517, resulting to a total net position $6,544,111.

The category of the District's net position with the largest balance totaling $6,564,047 (85%) is TexPool Funds investments.

Deferred outflows of resources relating to pension activities totaled $329,977. $81,786 of this amount represent changes in assumptions, $21,804 is difference between expected and actual experience, $117,031 is the net difference between projected and actual earnings, while the remaining $109,356 represent contributions made subsequent to measurement date. Deferred inflows of resources relating to pension activities totaled $0.

Capital and Right-of-Use Assets

At Fiscal Year End of 2023, the District had $765,743 net of accumulated depreciation and amortization invested in capital and right-of-use assets. This includes office equipment, vehicles, E9-1-1 equipment, equipment used on the Regional Trunked Radio System and Tower. $121,581 in new equipment was purchased during the year and a depreciation of $269,498 was recognized.

Analysis of Significant Budget Variances

The actual excess of revenues over expenditures was $1,303,880 compared to budget surplus of $253,927 resulting in a difference of $1,049,953 from the budgeted amount. Revenues were over budget by $494,456. Expenses excluding capital equipment outlays were under budget by $677,079. Capital outlays for equipment exceeded the budgeted amount by $121,582.

Economic Factors and Next Year's Budget and Rates

The projected revenue for fiscal year 2024 shows an overall increase of 20.41% compared to the budget for fiscal year 2023. Almost 100% of this increase is as a result of the increase in projected revenue from the NG 911 project CSEC reimbursement and interest income.

Projected expenses for fiscal year 2024 show an increase of 20.55% compared to the budget for fiscal year 2023. The total expenses were increased by $468,209.

The budgeted amount for capital expenditures for 2024 is $0. The budgeted net increase or decrease to reserves is $0 for 2024.

The routine duties of the District involve assuring the 9-1-1 network is functional and the Customer Premise Equipment (CPE) is operating properly. The operation of the Regional Trunked Radio System is also a responsibility of the District.

Request for Information

The financial report is designed to provide our citizens, customers, investors and creditors with a general overview of the District's finances and to show the District's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact the Executive Director at 1353 FM 646 Road West, Suite 101 in League City, Texas.

Basic Financial Statements

Government-Wide Financial Statements

Galveston County Emergency Communication District
Statement of Net Position
December 31, 2023

Assets		
Cash and Cash Equivalents	$	600,705
Investments		6,564,047
Accounts Receivable		99,744
Prepaid Expenses		163,372
ROU Assets, Net of Amortization		251,096
Capital Assets, Net Accumulated Depreciation		514,647
Net Pension Asset		129,188
Total Assets		**8,322,799**
Deferred Outflows of Resources		
Deferred Outflows Relating to Pension Activities		329,977
Total Deferred Outflows of Resources		**329,977**
Liabilities		
Accounts Payable		-
Lease Liability		29,883
Noncurrent Liabilities		
Due in More Than One Year		
Compensated Absences		207,094
Net OPEB Obligation		465,278
Lease Liability		231,238
Total Liabilities		**933,493**
Deferred Inflows of Resources		
Deferred Inflows Relating to Pension Activities		-
Total Deferred Outflows of Resources		**-**
Net Position		
Investments in Capital Assets, Net of Related Debt		765,743
Unrestricted		6,953,540
Total Net Position	$	**7,719,283**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Activities
For the Year Ended December 31, 2023

Expenses		
System Operating Expenses	$	134,422
Wireless and Data Base Management		-
PSAP Equipment Maintenance		19,579
CPE Maintenance		96,567
Payroll and Related Expenses		765,756
Office Supplies and Equipment		16,153
Postage		781
Utilities, Administrative and RTRS		57,255
Education and Seminars		33,906
Regional and State Meetings		5,508
Insurance		138,569
Professional Memberships and Services		45,555
Promotions and Public Information		14,430
Communications		9,438
Training and Training Library		1,775
Vehicle Allowance/Mileage Expenses		18,296
RTRS Maintenance Agreement		207,101
Operational and RTRS Contingency		2,612
RTRS Tower Rental		-
Depreciation		269,498
Amortization		26,903
Interest Expense		6,270
Capital Additions		(18,764)
Total Expenses		**1,851,610**
Revenues		
Service Fees		2,269,320
Inter-local Agreements		441,809
Interest Income		315,653
Other Revenue		-
Total Revenues		**3,026,782**
Change in Net Position		**1,175,172**
Net Position Beginning of Year		**6,544,111**
Net Position End of Year	**$**	**7,719,283**

The accompanying notes are an integral part of these financial statements

Fund Financial Statements

Galveston County Emergency Communication District
Balance Sheet
Governmental Funds
December 31, 2023

		General Fund
Assets		
Cash and Cash Equivalents	$	600,705
Investments		6,564,047
Accounts Receivable		99,744
Prepaid Expense		163,372
Total Assets	$	**7,427,868**
Liabilities and Fund Balances		
Liabilities		
Accounts Payable	$	-
Total Liabilities		-
Fund Balance		
Nonspendable		
Prepaid Assets		163,372
Committed		
New Equipment		1,250,000
RTRS Upgrades		1,000,000
Catastrophic Events		1,000,000
Unassigned		4,014,496
Total Fund Balance		**7,427,868**
Total Liabilities and Fund Balance	$	**7,427,868**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Reconciliation of the Governmental Fund Balance Sheet
to the Statement of Net Position
December 31, 2023

Total Fund Balance, Governmental Funds	$	**7,427,868**
Amounts Reported for Governmental Activities in the Statement of Net Position are Different Because:		
Capital Assets Used in Governmental Activities are not Financial Resources and, therefore, are not Reported in the Governmental Fund		765,743
Net Pension Asset		129,188
Noncurrent Liabilities of Governmental Activities are not Financial Resources and, therefore are not Reported in the Funds		
Net Pension Liability		-
Compensated Absences		(207,094)
Estimated Net OPEB Obligation		(465,278)
Lease Liability		(261,121)
Deferred Outflows and Deferred Inflows Relating to Pension Activities		329,977
Net Position of Governmental Activities	$	**7,719,283**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2023

	General Fund
Revenues	
Service Fees	$ 2,269,320
Inter-local Agreements	441,809
Interest Income	315,653
Other Revenue	-
Total Revenues	**3,026,782**
Expenditures	
Current	
System Operating Expenses	134,422
Wireless and Database Management	-
PSAP Equipment Maintenance	19,579
CPA Maintenance	96,567
Payroll and Related Expense	788,993
Office Supplies and Equipment	16,153
Postage	781
Utilities, Administrative and RTRS	57,255
Education and Seminars	33,906
Regional and State Meetings	5,508
Insurance	138,569
Professional Memberships and Services	45,555
Promotions and Public Information	14,430
Communications	9,438
Training and Training Library	1,775
Vehicle Allowance/Mileage Expenses	18,296
RTRS Maintenance Agreement	207,101
Operational and RTRS Contingency	2,612
RTRS Tower Rental	29,145
Capital Additions	(18,764)
Capital Outlay	121,581
Total Expenditures	**1,722,902**
Net Change in Fund Balance	**1,303,880**
Fund Balance, Beginning of Year	**6,123,988**
Fund Balance, End of Year	**$ 7,427,868**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balance of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2023

Net Change in Fund Balance	**$**	**1,303,880**
Amounts Reported for Governmental Activities in the Statement of Activities are Different Because:		
Capital Outlays are Reported as Expenditures in Governmental Funds. However, in the Statement of Activities, the Cost of Capital Assets is Allocated over their Estimated Useful Lives as Depreciation Expense. In the Current Period, these Amounts are:		
Capital Outlay		121,581
Depreciation Expense		(269,498)
Net difference between rental expense and (Amortization plus Interest expense)		(4,027)
Contributions for Defined Benefit Pension Plans are Recognized as Expenditures in the Governmental Funds when the Contributions are Made. Pension Expense is Recognized in the Government-Wide Statement of Activities based on Changes in the Long-Term Net Pension Liability.		109,356
Some Items Reported in the Statement of Activities Do not Require the Use of Current Financial Resources and, therefore, are not Reported as Expenditures in Governmental Funds. This Activity Consists of:		
Pension Expense for the Pension Plan Measurement Year		(60,174)
Decrease in Compensated Absences		(25,946)
Increase in Estimated Net OPEB Obligation		-
Change in Net Position of Governmental Activities	**$**	**1,175,172**

The accompanying notes are an integral part of these financial statements

Galveston County Emergency Communication District
Statement of Revenues, Expenditures and
Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended December 31, 2023

	Actual	Budget	(Unfavorable) Favorable Variance
Revenues			
Service Fees	$ 2,269,320	$ 2,055,836	$ 213,484
Inter-local Agreement	441,809	437,130	4,679
Interest Income	315,653	39,260	276,393
Other Revenue	-	100	(100)
Total Revenues	**3,026,782**	**2,532,326**	**494,456**
Expenditures			
Current			
System Operating Expenses	134,422	149,400	14,978
Wireless and Database Management	-	7,300	7,300
PSAP Equipment Maintenance	19,578	50,017	30,439
CPE Maintenance	96,568	91,000	(5,568)
Payroll and Related Expenses	788,992	842,326	53,334
Office Supplies and Equipment	16,153	15,000	(1,153)
Postage	781	700	(81)
Utilities, Administrative and RTRS	57,255	63,180	5,925
Education and Seminars	33,906	79,350	45,444
Regional and State Meetings	5,508	16,220	10,712
Insurance	138,569	117,812	(20,757)
Professional Memberships and Services	45,555	52,390	6,835
Promotions and Public Information	14,430	15,000	570
Communications	9,439	10,000	561
Training and Training Library	1,775	5,500	3,725
Vehicle Allowance/Mileage Expenses	18,295	18,340	45
RTRS Maintenance Agreement	207,101	207,192	91
Operational and RTRS Contingency	2,612	10,000	7,388
RTRS Tower Rental	29,145	27,672	(1,473)
Capital Additions	(18,764)	-	18,764
Capital Outlay	121,582	-	(121,582)
Sinking Fund for 9-1-1 Equipment	-	500,000	500,000
Total Expenditures	**1,722,902**	**2,278,399**	**555,497**
Net Change in Fund Balance	**$ 1,303,880**	**$ 253,927**	**$ 1,049,953**

The accompanying notes are an integral part of these financial statements

Notes to Financial Statements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Galveston County Emergency Communication District (District) was authorized by the Emergency Telephone Number Act of the Texas Legislature. The District was created by a referendum held on November 3, 1987, in Galveston County for the establishment of enhanced 9-1-1 emergency telephone service. The cities of Friendswood and League City have opted not to participate with Galveston County District. The District commenced collection of the 9-1-1 service fee on December 1, 1988.

Principles Determining Scope of Reporting Entity

The financial statements of the Galveston County Emergency Communication District consist only of the funds and account groups of the District. The District has no oversight responsibility of any other governmental entity since no other entities are considered to be controlled by or dependent on the District. Control or dependence is determined on the basis of budget adoption, taxing authority, funding, and appointment of the respective governing board.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The basic financial statements include both government-wide and fund financial statements. The focus of the government-wide financial statements is on the District as a whole and the focus of the fund financial statements is on major individual funds. Both the government-wide and fund financial statements (within the basic financial statements) categorize primary activities as governmental.

The government-wide Statement of Net Position is presented on a full accrual basis of accounting, with an economic resource measurement focus, which incorporates long-term assets and receivables as well as long-term debt and obligations. The government-wide Statement of Activities reflects the gross expenditures that are used to carry on the function of the District. The Statement of Activities reduces gross expenses (including depreciation) by related program revenues. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. This is the manner in which these funds are normally budgeted. In the fund financial statements, financial transactions and accounts of the District are organized on the basis of funds. The operation of each fund is considered to be an independent fiscal and separate accounting entity, with a self-balancing set of accounts recording cash and/or other financial resources together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions or limitations. Governmental fund revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 30 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (Continued)

Since the governmental fund statements are presented on a different measurement focus and basis of accounting than the government-wide statements, a reconciliation is presented which briefly explains the adjustment necessary to reconcile the fund financial statements to the government-wide financial statements. The entity has no fiduciary funds.

Each presentation provides valuable information that can be analyzed and compared (between governments) to enhance the usefulness of the information.

Fund Balances and Net Position

The governmental fund financial statements of the District will present fund balances based on classifications including a hierarchy that is based primarily on the extent to which the District is bound to honor restrictions on the specific purposes for which amounts in a particular governmental fund can be spent. The five classifications used in the governmental fund financial statements will be as follows:

- Nonspendable: This classification includes amounts that cannot be spent because they are either (a) not in spendable form or (b) are legally or contractually required to be maintained intact. These amounts would include inventories and prepaid items as being nonspendable as these items are not expected to be converted to cash within the next year.

- Restricted – Restricted net assets are net assets upon which constraints have been externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulation of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

- Committed – These amounts can only be used for specific purposes pursuant to constraints imposed by formal resolutions or ordinances, the government's highest level of decision-making authority. Those committed amounts cannot be used for any other purpose unless this authority modifies the specified use by taking the same type of action imposing the commitment. This classification also includes contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements.

- Assigned – This classification reflects the amounts constrained by the District's "intent" to be used for specific purposes, but are neither restricted nor committed. The Board of Managers has the authority to assign amounts to be used for specific purposes.

- Unassigned – This fund balance is the residual classification for the General Fund. It is also used to report negative fund balances in other governmental funds.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balances and Net Position (Continued)

When both restricted and unrestricted resources are available for use, it is the District's policy to use externally restricted resources first, then unrestricted resources – committed, assigned, and unassigned – in order as needed.

Compensated Absences

The District accrues earned but unpaid vacation and sick leave pay in accordance with the District's personnel policies. The amount of accrued compensated absences at December 31, 2023 was $207,094. All paid time off is accrued when incurred in the government-wide financial statements.

Cash and Cash Equivalents

Cash and cash equivalents are comprised of deposits in interest-bearing checking accounts of $600,505 and petty cash of $200.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities to the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government has one item that qualifies for reporting in this category:

> Deferred outflows of resources for pension – Reported in the government-wide Statement of Net Position, this deferred outflow results from pension plan contributions made after the measurement date of the net pension liability, and from the results of differences between projected and actual earnings. The deferred outflows of resources related to pensions resulting from district contributions made subsequent to the measurement date will be recognized as a reduction of the net pension liability in the next fiscal year. The other pension-related deferred outflows will be amortized over the expected remaining service life.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Deferred Outflows/Inflows of Resources (Continued)

future period (s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has one item that qualifies for reporting in this category:

> Deferred inflows of resources for pension – Reported in the government-wide Statement of Net Position, the deferred inflows result primarily from differences between the expected and actual actuarial experience. The amounts are amortized over a five-year period.

Implementation of New Standards

In 2018, the District implemented the Governmental Accounting Standards Board ("GASB") Statement No.75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions. This statement establishes standards for measuring and recognizing liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. Implementation is reflected in the financial statements, notes to the financial statements and required supplementary information.

Effective January 1, 2022, the District adopted the provisions of GASB 87, *Leases.* GASB 87 requires that a lease liability and related right-of-use-asset representing the lessee's right to use or control the asset be recorded on the statement of financial position upon the commencement of all leases, except for those with a lease term of twelve months or less. The District has elected to record in its financial statements the effect of GASB 87 as of the beginning of the year of adoption, which is January 1, 2022.

Accordingly, the District has recognized the right-of-use assets and lease liabilities measured under GASB 87 in its statement of financial position, and the related cumulative effect on earnings as an adjustment to net assets, as of the adoption date. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

NOTE B – DEPOSITS AND INVESTMENTS

The District's Board policy authorizes the District to invest in obligations of, or guaranteed by, government entities with less than two years to stated maturity or secured certificates of deposit issued by state or national banks domiciled in Texas or a savings and loan association domiciled in Texas that is insured by the FDIC or secured by other means as described in the Board policy and Texas Local Government Investment Act.

The District invests in TexPool and TexPool Prime, both were created under the Interlocal Cooperation Act, Texas Government Code Ann. Chapter 791 and the Texas Public Funds Investment Act. The Texas Treasury Safekeeping Trust Company (the Trust) is trustee of TexPool and TexPool Prime and is a limited purpose trust company authorized pursuant to Texas Government Code Ann. Section 404.103 for which the Texas State Comptroller is sole officer, director and shareholder. The advisory boards of Texpool and TexPool Prime are

NOTE B – DEPOSITS AND INVESTMENTS (CONTINUED)

composed of the State Comptroller and other members appointed pursuant to the requirements of the Texas Public Funds Investment Act.

Local government investment pools in Texas are required to be rated AAA, or equivalent, by at least one nationally recognized rating agency.

The District's investment policies and types of investments are governed by the Public Funds Investment Act (PFIA). The District's management believes that it complied with the requirements of the PFIA and the District's investment policies.

The District's deposits and investments are categorized under investment categories to give an indication of credit risk. Credit risk is the risk that another party to a deposit or investment transaction will not fulfill its obligations. This is not to be confused with market risk, which is the risk that the market value of an investment, collateral protecting a deposit, or securities underlying a repurchase agreement will decline. Market risk is not depicted in this note.

The following categories of credit risk are included:

Category 1

Deposits that are insured or collateralized with securities held by the District or by its agent in the District's name; investments insured or registered in the name of the District, or securities held by the District or its agent in the District's name.

Category 2

Deposits collateralized with securities held by the pledging financial institution's trust department or agent in the District's name, with securities held by the counter party's trust department or agent in the District's name.

Category 3

Deposits uncollateralized, including securities used for collateral held by the pledging financial institution or by its trust department or agent but not in the District's name; investments uninsured or unregistered in the District's name, with the securities held by the counter party's trust department or agent but not in the District's name.

At December 31, 2023, the District's deposits are categorized as follows:

Description		Carrying Amount	Risk Category
Cash in Interest Bearing Accounts	$	600,505	1
Certificate of Deposit	$	-	2
Texas Local Government Investment Pools	$	6,564,047	3

Interest rates on certificates of deposit ranged from 0.30 % to 0.50 % during the year. Accrued interest on these deposits at December 31, 2023 was $555.

NOTE B – DEPOSITS AND INVESTMENTS (CONTINUED)

The investments are reported by the District at amortized cost in accordance with Government Accounting Standards Board Statement (GASB) No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools.*

NOTE C – ACCOUNTS RECEIVABLE

Accounts receivable, as of December 31, 2023 is comprised of the following:

		2023
Service Fees:		
AT&T	$	12,000
Frontier		12,005
Cameron		350
Wireless Fees:		
State of Texas Advisory Commission on State Emergency Communications		75,025
Other		363
Total Accounts Receivable	$	99,744

All amounts are considered to be fully collectible.

NOTE D – PREPAID ASSETS

Prepaid assets consist of the following:

Prepaid Expense		2023
Insurance	$	107,041
Maintenance Contracts		56,331
Total	$	163,372

NOTE E – INTER-LOCAL AGREEMENT

Trunked radio is a computer controlled common radio system that takes advantage of trunked radio technology to provide wide area radio communications. The District has entered into inter-local agreements with the user entities. Subscriber fees are differentiated between governmental users and nongovernmental users. For participating and non-participating governmental users, the user fee is $7.50 and $9.00, respectively, per month per unit; the nongovernmental fee is $10.00 per month per unit, effective when the radios are activated. User fees billed during the year ended December 31, 2023 were $441,809.

NOTE F – CAPITAL ASSETS

Capital assets as of December 31, 2023 are comprised of the following:

	Balance December 31, 2022	Additions	Retirements	Balance December 31, 2023
Enhanced 9-1-1 Equipment	$ 1,952,300	$ 39,679	$ -	$ 1,991,979
Office Equipment	44,755	6,454	-	51,209
RTRS Equipment	4,723,541	75,448	-	4,798,989
Furniture and Fixtures	47,655	-	-	47,655
Tower Sites	564,699	-	-	564,699
Vehicles	17,849	-	-	17,849
	7,350,799	121,582	-	7,472,380
Less Accumulated Depreciation	(6,688,236)	(269,498)	-	(6,957,733)
Total	$ 662,563	$ (147,916)	$ -	$ 514,647

Depreciation Method

The depreciation method is straight line using the estimated useful life. Estimated life of furniture and fixtures is seven years; five years for mapping equipment, office equipment, enhanced 911 equipment, and vehicles. RTRS equipment's useful lives are either 5, 8, or 10 years. New computer purchases are depreciated for 2 years. Maintenance and repairs are charged to expense as incurred. Renewals, improvements, and equipment acquisitions exceeding $1,000 in cost are capitalized by charges to capital assets and depreciated at appropriate rates.

NOTE G – SERVICE FEES

Revenues are collected by local telephone companies operating in the District's 9-1-1 service area. The revenues are then remitted to the District net of amount not collected from the telephone companies' customers and an administrative fee for processing and collection. Beginning in 1995, the District began collecting the 9-1-1 fee from owners of private telephone switches that provide residential service.

In November 1995, the District's Board of Managers authorized the levying of 9-1-1 service fees for all wireless telephones, which includes all cellular and PCN/PCS providers, beginning March 1, 1996. The rate levied was equivalent to the residential rate of $0.62 per month. Effective September 1, 1998, the Texas legislature passed legislation requiring a payment of $0.50 per wireless phone per month. The fee is collected through the State of Texas 9-1-1 Commission and distributed to the District from there.

NOTE G – SERVICE FEES (CONTINUED)

The following is a breakdown of service fee revenues recognized for the year ended December 31, 2023:

	Fees Billed	Administrative Fees	Not Collected	Service Fee Adjustments	Total
Service Fees:					
AT&T	$ 160,366	$ (1,600)	$ (553)	$ (0)	$ 158,212
Frontier	76,030	(760)	-	-	75,270
Cameron	2,261	(18)	-	-	2,244
CLEC	676,115	-	-	-	676,115
Wireless:					
State 9-1-1 Commission	1,354,548	-	-	-	1,354,548
Total	**$ 2,269,320**	**$ (2,379)**	**$ (553)**	**$ (0)**	**$ 2,266,388**

NOTE H – ENHANCED 9-1-1 SERVICE COSTS

The District incurs monthly charges for the Enhanced 9-1-1 services provided by Southwestern Bell Telephone Company and Verizon, which is subject to rates as approved by the Public Utility Commission of Texas. The total charge for these services for the year ended December 31, 2023 was $134,422.

NOTE I – OPERATING LEASE

Beginning July 2005, the District leases its office space in a building in Dickinson, Texas. The District had a ten-year lease at the facility, which was prepaid in the amount of $200,000. The prepaid rent is being amortized at the rate of $1,667 per month. The amortization was complete in June of 2015. The District now is billed monthly for the direct and allocable indirect building operation costs.

NOTE J – INSURANCE

All risk of loss is purchased through standard commercial insurance carriers. Risk of loss retained by the District is the annual premium plus the related deductibles. No uninsured losses for the year exceeded these amounts.

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN

Pensions

The District reports a liability (asset) for pension obligations and related deferred inflows and outflows of resources in accordance with Governmental Accounting Standards Board Statement No. 68, Accounting and Financial Reporting for Pensions – an Amendment of GASB Statement No. 27, and Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date – an Amendment of GASB Statement 68. Changes in the net pension liability (asset) from year to year will be recognized as pension expense on the government-

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

wide Statement of Activities or reported as deferred inflows or outflows of resources on the Statement of Net Position, depending on the nature of the change. Transactions giving rise to deferred inflows and outflows of resources are not entirely recognized in the Statement of Activities in the period in which they arise but are instead amortized over multiple years.

Plan Description

Galveston County Emergency Communication District provides retirement, disability, and death benefits for all of its full-time employees through a nontraditional defined benefit pension plan in the state-wide, agent multiple-employer, public employer Texas County and District Retirement System (TCDRS). The Board of Trustees of TCDRS is responsible for the administration of the statewide agent multiple-employer public employee retirement system consisting of 677 nontraditional defined benefit pension plans. TCDRS in the aggregate issues a comprehensive annual financial report (CAFR) on a calendar year basis. The CAFR is available upon written request from the TCDRS Board of Trustees at P.O. Box 2034, Austin, Texas 78768-2034 or online at www.tcdrs.org.

The plan provisions are adopted by the governing body of the employers, within the options available in the Texas state statutes governing TCDRS (TCDRS Act). Members can retire at ages 60 and above with 8 or more years of service, with 20 years of service regardless of age or when the sum of their age and years of service equals 75 or more. Members are vested after 8 years but must leave their accumulated contributions in the plan to receive any employer-financed benefit. Members who withdraw their personal contribution in a lump sum are not entitled to any amounts contributed by the employer.

Benefit amounts are determined by the sum of the employee's contributions to the plan, with interest, and employer-financed monetary credits. The level of these monetary credits is adopted by the governing body of the employer within the actuarial constraints imposed by the TCDRS Act so that the resulting benefits can be expected to be adequately financed by the employer's commitment to contribute. At retirement, death, or disability, the benefit is calculated by converting the sum of the employee's accumulated contributions and the employer-financed monetary credits to a monthly annuity using annuity purchase rates prescribed by the TCDRS Act.

Funding Policy

The employer has elected the annually determined contribution rate (ADCR) plan provisions of the TCDRS Act. The plan is funded by monthly contributions from both employee members and the employer based on the covered payroll of employee members. Under the TCDRS Act, the contribution rate of the employer is actuarially determined annually. It was 20% for the calendar year 2023. The contribution rate payable by the employee members is the rate of 7% as adopted by the governing body of the employer. The employee contribution rate and the employer contribution rate may be changed by the governing body of the employer within the options available in the TCDRS Act.

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

If the plan suffers an adverse experience, provisions of the ACT allow the employer to contribute for twenty-five years at a fixed, increased rate determined actuarially by TCDRS, or to reduce the benefits earned in the future.

Membership Information

Members	December 31, 2021	December 31, 2022
Number of inactive employees entitled to but not yet receiving benefits:	2	2
Number of active employees:	5	5
Average monthly salary	$8,127	$8,432
Average age	54.58	55.58
Average length of service in years	17.38	18.38

Inactive Employees (or their Beneficiaries) Receiving Benefits

Number of benefit recipients	2	2
Average monthly benefit	$4,997	$5,005

Net Pension Liability

The Districts Net Pension Liability (NPL) was measured as of December 31, 2022, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The actuarial assumptions that determined the total pension liability as of December 31, 2022 were based on the results of a study of the actuarial experience for the period January 1, 2013, through December 31, 2016, except where Governmental Accounting Standards Board Statement No. 68 required otherwise. The following are the key assumptions and methods applied to this measurement period:

Valuation Date	December 31, 2022
Actuarial Cost Method	Entry Age (level percent pay)
Amortization Method	
Recognition of economic/demographic gains or losses	Straight-Line Amortization over Expected Working Life
Recognition of assumptions changes or inputs	Straight-Line Amortization over Expected Working Life

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Asset Valuation Method:	
Smoothing Period	5 years
Recognition Method	Non-Asymptotic
Corridor	None
Inflation	2.50%
Salary Increases	4.7% average over career including inflation
Investment Rate of Return	7.50% net of administrative and investment expenses, including inflation
Cost of Living Adjustments	Cost-of-living adjustments for Galveston County Emergency Communication District are not considered to be substantively automatic under GASB 68. Therefore, no assumption for future cost-of-living adjustments is included in the GASB calculations or the funding valuation.
Turnover	New employees are assumed to replace any terminated members and have similar entry ages.

Discount Rate

The discount rate used to measure the total pension liability was 7.60% which is the same as previous year. The projection of cash flows used to determine this discount rate assumed that plan members and the employer contributed at the statutorily required rates. Based upon that assumption, the plan's fiduciary net position was projected to be sufficient to make all future benefit payments to current members of the plan. Therefore, the long-term expected rate of return on pension-plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset).

The annual salary increases rates assumed for individual members vary by length of service and by entry-age group. The annual rates consist of general wage inflation component of 3.00% (made up of 2.50% inflation and 0.5% productivity increase assumptions) and a merit, promotion and longevity component that on average approximates 1.7% per year for a career employee.

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

The long-term expected rate of return on pension plan investments is 7.60% and was determined by adding expected inflation to expected long-term real returns, and reflecting expected volatility and correlation. The capital market assumptions and information shown below are provided by TCDRS' investment consultant, Cliffwater LLC. The numbers shown are based on January 2023 information for a 10-year time horizon.

Asset Class	Benchmark	Target Allocation	Geometric Real Rate of Return (Expected Return Minus Inflation)
US Equities	Dow Jones U.S. Total Stock Market Index	11.50%	4.95%
Global Equities	MSCI World (Net) Index	2.50%	4.95%
International Equities - Developed	MSCI World Ex USA (net) Index	5.00%	4.95%
International Equities – Emerging	MSCI EM Standard (net) Index	6.00%	4.95%
Investment-Grade Bonds	Bloomberg Barclays Aggregate Bond Index	3.00%	2.40%
Strategic Credit	FTSE High-Yield Cash-Pay Capped Index	9.00%	3.39%
Direct Lending	S&P/LSTA Leveraged Loan Index	16.00%	6.95%
Distressed Debt	Cambridge Associates Distressed Securities Index	4.00%	7.60%
REIT Equities	67% FTSE NAREIT Equity REITs Index +33% FRSE EPRA/NAREIT Global Real Estate Index	2.00%	4.15%
Master Limited Partnerships (MLPs)	Alerian MLP Index	2.00%	5.30%
Private Real Estate Partnerships	Cambridge Associates Real Estate Index	6.00%	5.70%
Private Equity	Cambridge Associates Global Private Equity & Venture	25.00%	7.95%
Hedge Funds	Hedge Fund Research, Inc. (HFRI) Fund of Funds Composite Index	6.00%	2.90%
Cash Equivalents	90-Day U.S Treasury	2.00%	0.20%

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Changes in Net Pension Liability/(Asset)

	Increase (Decrease)		
	Total Pension Liability (a)	Fiduciary Net Position (b)	Net Penson Liability/(Asset) (a) - (b)
Balances as of December 31, 2021	$ 4,533,082	$ 5,279,146	$ (746,063)
Changes for the Year:			
Service Cost	85,547	-	85,547
Interest on Total Pension Liability	344,482	-	344,482
Effect of Plan Changes	-	-	-
Effect of Economic/Demographic Gains of Losses	13,358	-	13,358
Effect of Assumptions Changes or Inputs	-	-	-
Refund of Contributions	-	-	-
Benefit Payments	(175,146)	(175,146)	-
Administrative Expenses	-	(2,889)	2,889
Member Contributions	-	35,415	(35,415)
Net Investment Income	-	(306,185)	306,185
Employer Contributions	-	101,186	(101,186)
Other	-	(1,015)	1,015
Balances as of December 31, 2022	**$ 4,801,324**	**$ 4,930,512**	**$ (129,188)**

Senitivity of the District's Share of the Net Pension Liability/(Asset)
Discount Rate Sensitivity Analysis

The following presents the net pension liability of the county/district, calculated using the discount rate of 7.60%, as well as what the Galveston County Emergency Communication District net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.60%) or 1 percentage point higher (8.60%) than the current rate.

	1% Decrease	Current Discount Rate	1% Increase
	6.60%	7.60%	8.60%
Total Pension Liability	$ 5,318,232	$ 4,801,324	$ 4,350,068
Fiduciary Net Position	4,930,512	4,930,512	4,930,512
Net Pension Liability/(Asset)	**$ 387,720**	**$ (129,188)**	**$ (580,444)**

NOTE K – EMPLOYEE DEFINED BENEFIT PENSION RETIREMENT PLAN (CONTINUED)

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the year ended December 31, 2022, the District recognized pension expense of $60,174.

At December 31, 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Deferred Inflows/Outflows of Resources	Deferred Inflows of Resources	Deferred Outflows of Resources
Differences Between Expected and Actual Experience	-	21,804
Changes of Assumptions	-	81,786
Net Difference Between Projected and Actual Earnings	-	117,031
Contributions Made Subsequent to Measurement Date	N/A	Employer Determined

Amounts currently reported as deferred outflows of resources and deferred inflows of resources related to pensions, excluding contributions made subsequent to the measurement date, will be recognized in pension expense as follows:

Year Ended December 31:	
2023	$(67)
2024	51,555
2025	25,299
2026	143,834
2027	0
Thereafter	0

NOTE L – DEFERRED COMPENSATION PLAN

All employees participate in a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits employees to defer a portion of their salary until future years. The deferred compensation is not available to employees until termination, retirement, or death. The plan is administrated by an insurance company.

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN

Plan Description

The District's defined benefit OPEB plan provides certain post-employment retirement benefits for its qualifying employees through a single-employer defined benefit health care plan administered by the District. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONTINUED)

Prior to 2018, Galveston County Emergency Communication District provided its employees health benefits upon retirement. Effective January 1, 2018, the District revised its retiree medical policy to state that all future retirees will receive a reimbursement in the amount of $500 per month for their medical insurance benefits. Current retirees will still be provided full medical insurance coverage. Benefit provisions are established or may be amended under the authority of the District's management. The District administers the single-employer defined benefit plan.

Employees covered by OPEB plan as of December 31, 2022 were as follows:

Inactive plan members or beneficiaries currently receiving benefits	2
Inactive plan members entitled to but not yet receiving benefits	0
Active plan members	5
Total plan members	7

Funding Policy

This plan represents an unfunded OPEB program. Employer contributions will be made on a pay-as-you-go basis subject to the originating policy adopted by the District's management. Retired plan members are not required to contribute to the plan.

Total OPEB Liability

The District's total OPEB liability was measured as of December 31, 2023 and determined using the Alternative Measurement Method in accordance with GASB 74/75. There are currently no plan assets.

Changes in Net OPEB Liability

Changes in the City's OPEB liability presented below are calculated for the year ended December 31, 2023 (measurement year):

	Total OPEB Liability (a)	Change in Fiduciary Net Position (b)	NET OPEB Liability (a)-(b)
Balance as of Prior Measurement Date	$ 465,278	$ -	$ 465,278
Service Cost	$ 11,998	N/A	$ 11,998
Interest on Total OPEB Liability	$ 17,131	N/A	$ 17,131
Effect of Plan Changes	$ -	N/A	$ -
Effect of Economic/Demographic Gains or Losses	$ 12,560	N/A	$ 12,560
Effect of Assumptions Changes or Inputs	$ 33,426	N/A	$ 33,426
Benefit Payments	$ (13,420)	$ (13,420)	$ -
Employer Contributions	N/A	$ 13,420	$ (13,420)
Employee Contributions	N/A	$ -	$ -
Net Investment Income	N/A	$ -	$ -
Administrative Expenses	N/A	$ -	$ -
Balance as of Current Measurement Date	$ 526,973	$ -	$ 526,973

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONTINUED)

Changes of assumptions reflects a change in discount rate from 3.64% in 2022 to 3.06% in 2023.

OPEB Expense

For the year ended December 31, 2023, the District recognized total OPEB expense of $75,115.

Service Cost	$	11,998
Interest on the Total OPEB Liability		17,131
Economic/Demographic Gains or Losses		12,560
Assumptions Changes or Inputs		33,426
Total OPEB Expense	$	75,115

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, calculated using the discount rate of 3.06% as well as what the plan's total OPEB liability would be if it were calculated using a discount rate that is 1- percentage point lower or 1-percentage point higher than the current rates used:

	Discount Rate -1%	Baseline	Discount Rate +1%
Discount Rate	2.06%	3.06%	4.06%
Net OPEB Liability	$592,741	$526,793	$471,233
Change from Baseline	$65,768	$0	($55,740)

Healthcare Cost Trend Rate Sensitivity Analysis

The following schedule shows the impact to the total OPEB liability if the Healthcare Cost Trend Rate used was 1% less than and 1% greater than what was used in measuring the total OPEB liability.

	Baseline Trend -1%	Baseline Trend	Baseline Trend +1%
Discount Rate	2.06%	3.06%	4.06%
Net OPEB Liability	$505,613	$526,973	$549,144
Change from Baseline	($21,359)	$0	$22,172

NOTE M – EMPLOYEE DEFINED BENEFIT HEALTHCARE RETIREMENT PLAN (CONTINUED)

Key Assumptions and Methods Used in the Valuation

The following exhibit documents the key assumptions and methods used for the valuation:

Assumptions	Values
Age Adjustment Factor	1
Average Retirement Age	62
Employer Future Premium Contribution	Remain at the current $ level over time
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll
Assets Backing OPEB Liability	$0
Plan Asset Return	0.000%
Bond Yield	3.060%
Discount Rate	3.060%
Measurement Date	12/31/2023
Prior Measurement Date	12/31/2022
Prior Year Discount Rate	3.640%
Projected Salary Increases	3.00%
Amortization Period	20
Percentage Participation	100.00%
NOL and ADC	Calculated using the Alternative Measurement Method in accordance with GASB Methodology
Mortality Table	Pub-2010 Public Retirement Plans Mortality Tables, with mortality improvement projected for 10 years.
Turnover Assumption	Derived from data maintained by the U.S. Office of Personnel Management regarding the most recent experience of the employee group covered by the Federal Employees Retirement System

NOTE N – LEASES

Galveston County Emergency Communication District (District) entered into a tower lease agreement with CGS Investments, Inc. on February 26, 2013. The agreed lease commencement date was May 1, 2013. According to the terms of the lease agreement, the District was issued a license to use approximately 1,600 square feet of land and space on the Tower at 1310 Ginger Road, Santa Fe (Galveston County) Texas. The lease agreement also provided an initial lease payment of $2,135 per month with a lease term of 10 years.

Furthermore, on the 5th anniversary of the initial term, the license fee increases eight percent (8.00%) to $2,305.80. Then at the expiration of the initial lease term (10 years), the license will be automatically extended for an additional 5 years unless notification is received 90 days prior. Likewise, the First Extension Term will automatically be extended for an additional 5 years (the "Second Extension Term") unless the "District" notifies CGS, Investment, Inc. of intention not to renew at least 90 days prior to the expiration of the First Extension Term. An 8% escalator will

NOTE N – LEASES (CONTINUED)

become applied to the license fee at each 5-year interval (First and Second Extension). After the second extension, the lease will continue on a month-to-month basis (the "Holdover" Term) which can be terminated by either party upon 30 days written notice.

In addition, Xcell Towers II, LLC entered into an agreement to purchase the tower site at 1310 Ginger Street, Santa Fe, TX 77510 from CGS Investment, Inc. on December 31, 2019. A written notification of the ownership change was sent to the District on January 7, 2020.

The District has elected the option to use the incremental borrowing rate determined using a period comparable to the lease terms as the discount rate for leases where the implicit rate is not readily determinable. We have applied the incremental borrowing rate option to the equipment classes of assets.

Reported under GASB 87-year ended December 31, 2023:

Lease agreement summarized as follows:

Description	Date	Payment Terms	Payment Amount	Interest Rate	Total Lease Liability	Balance Dec 31, 2023
Tower	1/1/2022	11.3 yrs	Variable	2.29%	304,902	261,121

Schedule of Future Minimum Lease Payments-Capital Lease Obligations are as follow:

Year Ended Dec 31	Principal	Interest
2024	29,883	5,727
2025	29,883	5,168
2026	29,883	4,596
2027	29,883	4,011
2028-32	160,571	10,186
2033	10,758	51
Total	**290,861**	**29,740**

The total rental expense was $29,145 and $27,670 in 2023 and 2022, respectively.

NOTE O – NEXT GENERATION 9-1-1 SERVICE

Galveston County Emergency Communication district was approved as one of the subrecipient s of federal awards by the State of Texas through the Commission on State Emergency Communications (CSEC), a state agency, to carry out the implementation of NG 9-1-1 services.

NOTE O – NEXT GENERATION 9-1-1 SERVICE (CONTINUED)

In May 2021, the Texas Legislature passed House Bill 2911 ("HB 2911") amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for "all parts of the state to be covered by next generation 9-1-1 service. HB 2911 includes a new Health and Safety Code 771.0713 creating the Next Generation 9-1-1 Fund ("NG9-1-1" Fund) and authorizing it to be funded with *"Coronavirus state and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021.*

On April 6, 2022, following submission by the Commission of a grant application, the Office of the Governor awarded the Commission $150 million in CSFRF funds per SB 8. On May 17, 2022, the Commission voted to allocate the NG9-1-1 Fund to 70 (out of 77) Texas 9-1-1 entities expressing interest in applying for the Subrecipient grant award. The total amount of federal funds awarded to Galveston County Emergency Communication District by the Commission (CSEC) to go towards the cost of implementing the NG9-1-1 services was $1,500,000. The terms of the agreement include a period of performance, which begins on November 8, 2021 through December 31, 2024. The funds must be encumbered by December 31, 2024, but eligible costs would be reimbursed through December 31, 2026. The total amount received as CSEC reimbursement during the year was $285,754.

NOTE P – SUBSEQUENT EVENTS

Management has evaluated subsequent events through February 14, 2025, the date the financial statements were available to be issued.

Required Supplementary Schedules and Other Information

Galveston County Emergency Communication District
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended December 31, 2022

	Year Ended December 31, 2022	Year Ended December 31, 2021	Year Ended December 31, 2020	Year Ended December 31, 2019	Year Ended December 31, 2018	Year Ended December 31, 2017	Year Ended December 31, 2016	Year Ended December 31, 2015	Year Ended December 31, 2014
Total Pension Liability									
Service cost	$ 85,547	$ 83,148	$ 83,427	$ 77,729	76,961	101,043	101,689	94,301	89,204
Interest on total pension liability	344,482	323,697	306,395	290,171	271,111	253,998	220,169	196,699	175,687
Effect of plan changes	-	-	-	(60,191)	-	-	-	(5,147)	-
Effect of assumption changes or inputs	-	744	203,347	-	-	18,418	-	18,063	-
Effect of economic/demographi (gains) or losses	13,358	10,539	3,634	6,826	6,398	(37,546)	87,747	(5,590)	(9,189)
Benefit payments/refunds of contributions	(175,146)	(119,936)	(119,936)	(119,936)	(119,936)	(81,914)	(5,870)	(5,870)	(4,402)
Net Change in total pension liability	268,242	298,192	476,867	194,599	234,534	253,998	403,735	292,456	251,300
Total pension liability, beginning	4,533,082	4,234,890	3,758,023	3,563,424	3,328,890	3,074,892	2,671,157	2,378,701	2,127,401
Total pension liability, ending (a)	$ 4,801,324	$ 4,533,082	$ 4,234,890	$ 3,758,023	$ 3,563,424	$ 3,328,890	$ 3,074,892	$ 2,671,157	$ 2,378,701
Fiduciary Net Position									
Employer contributions	$ 101,186	$ 397,521	$ 90,887	$ 70,831	59,892	55,662	51,927	52,236	276,649
Member contributions	35,415	34,132	35,345	33,055	31,874	38,125	40,343	39,024	37,468
Investment income net of investment expenses	(306,185)	922,700	377,707	518,383	(60,835)	412,695	188,975	(76,558)	139,735
Benefit payments/refunds of contributions	(175,146)	(119,936)	(119,936)	(119,936)	(119,936)	(81,914)	(5,870)	(5,870)	(4,402)
Administrative expense	(2,889)	(2,856)	(2,954)	(2,786)	(2,535)	(2,160)	(2,055)	(1,836)	(1,786)
Other	(1,015)	9,943	549	(40)	(513)	139	11,408	(511)	1,524
Net change in fiduciary net position	(348,634)	1,241,505	381,598	499,505	(92,054)	422,546	284,729	6,484	449,187
Fiduciary net position, beginning	5,279,146	4,037,641	3,656,043	3,156,537	3,248,592	2,826,045	2,541,317	2,534,834	2,085,646
Fiduciary net position, ending (b)	$ 4,930,512	$ 5,279,146	$ 4,037,641	$ 3,656,043	$ 3,156,538	$ 3,248,592	$ 2,826,046	$ 2,541,317	$ 2,534,834
Net pension liability/ (asset), ending = (a) - (b)	$ (129,188)	$ (746,063)	$ 197,249	$ 101,979	$ 406,886	$ 80,298	$ 248,846	$ 129,839	$ (156,133)
Fiduciary net position as a % of total pension liability	102.69%	116.46%	95.34%	97.29%	88.58%	97.59%	91.91%	95.14%	106.56%
Pensionable covered payroll	505,929	487,605	504,929	472,208	455,338	544,639	576,327	557,480	535,257
Net pension liability/(asset) as a % of covered payroll	-25.53%	-153.01%	39.06%	21.60%	89.36%	14.74%	43.18%	23.29%	-29.17%

GASB Statements No. 68 and No. 71 were implemented during the fiscal year ended December 31, 2015.

Galveston County Emergency Communication District
Schedule of Employer Contributions
For the Ten Fiscal Years

Year Ending December 31	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Pensionable Covered Payroll (1)	Actual Contribution as a % of Covered Payroll
2013	69,853	69,853	-	514,383	13.6%
2014	76,649	276,649	(200,000)	535,257	51.7%
2015	52,236	52,236	-	557,480	9.4%
2016	51,927	51,927	-	576,327	9.0%
2017	55,662	55,662	-	544,639	10.2%
2018	59,892	59,892	-	455,338	13.2%
2019	68,659	70,831	(2,172)	472,208	15.0%
2020	68,872	90,887	(22,015)	504,929	18.0%
2021	63,194	397,521	(334,327)	487,605	81.5%
2022	54,590	101,186	(46,596)	505,929	20.0%

(1) Payroll is calculated based on contributions as reported to TCDRS.

GASB Statements No. 68 and 71 were implemented during the fiscal year ended December 31, 2015.

The following are the key assumptions and methods applied to this measurement period:

Valuation Date	Actuarially determined contribution rates are calculated each December 31, two years prior to the end of the fiscal year in which contributions are reported.
Actuarial Cost Method	Entry Age
Amortization Method	Level percentage of payroll, closed.
Remaining Amortization Period	0.8 years (based on contribution rate calculated in 12/31/22 valuation)
Asset Valuation Method	5-year smoothed market
Inflation	2.50%
Salary Increases	Varies by age and service. 4.7% average over career including inflation.
Investment Rate of Return	7.50%, net of administrative and investment expenses, including inflation.
Retirement Age	Members who are eligible for service retirement are assumed to commence receiving benefit payments based on age. The average age at service retirement for recent retirees is 61.
Mortality	135% of the Pub-2010 General Retirees Table for males and 120% of the Pub-2010 General Retirees Table for females, both projected with 100% of the MP-2021 Ultimate scale after 2010.
Changes in Assumptions and Methods Reflected in the Schedule of Employer Contributions	2015: New inflation, mortality and other assumptions were reflected. 2017 : New mortality assumptions were reflected. 2019: New inflation, mortality and other assumptions were reflected. 2022: New investment return and inflation assumptions were reflected.
Changes in Plan Provisions Reflected in the Schedule of Employer Contributions	2015: No changes in plan provisions are reflected in the Schedule. 2016: No changes in plan provisions are reflected in the Schedule. 2017: New Annuity Purchase Rates were reflected for benefits earned after 2017. 2018: No changes in plan provisions were reflected in the Schedule. 2019: No changes in plan provisions were reflected in the Schedule. 2020: Employer contributions reflect that the current service matching rate was decreased to 200% 2021: No changes in plan provisions were reflected in the Schedule. 2022: No changes in plan provisions were reflected in the Schedule.

Galveston County Emergency Communication District
Schedule of Changes in Total OPEB Liability and Related Ratios
For the Last Measurement Year

	2023
Service Cost	$ 11,998
Interest on Total OPEB Liability	17,131
Effect of Economic/Demographic Gains or Losses	12,560
Effect of Assumption Changes or Inputs	33,426
Employer Contributions - Benefit Payments	(13,420)
Net Change in Total Pension Liability	61,695
Total OPEB Liability - beginning	465,278
Total OPEB Liability - ending	$ 526,973
Covered Payroll	546,777
Total OPEB Liability as a Percentage of Covered Payroll	96%

The amounts presented are for each measurement year, which end the preceeding December 31. Total OPEB liability is calculated using a new methodology and will be presented prospectively in accordance with GASB 75. Ten years of data should be presented in this schedule but data was unavailable prior to 2018.

Notes to Schedule:
Changes of Assumption: Changes of assumption reflects the effect of changes in the discount rate each period. The following are the discount rates used in each period:

2021	3.01%
2022	3.64%
2023	3.06%

Plan Changes: Prior to 2018, the District provided health insurance coverage to all retirees. Beginning in 2018, new retireees will receive a $500 per month reimbursement for health insurance.

Katherine Overbeck Maxwell, PLLC
Certified Public Accountant

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Galveston County Emergency Management

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and governmental fund information of City of the Galveston County Emergency Communication District, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Galveston County Emergency Communication District's basic financial statements, and have issued our report thereon dated February 14, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Galveston County Emergency Communication District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Galveston County Emergency Communication District's internal control. Accordingly, we do not express an opinion on the effectiveness of Galveston County Emergency Communication District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Galveston County Emergency Communication District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of

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office 409-765-5287 fax 409-765-9644 www.overbeckmaxwellcpa.com

our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Katherine Overbeck Maxwell, CPA, PLLC

Katherine Overbeck Maxwell, CPA, PLLC
Galveston, Texas
February 14, 2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Receive and file Summary of Biweekly Personnel Movements pay period #14, June 19 - July 02, 2025, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/14/25 4:11 pm

Biweekly Movement for New Hires PP#14 - 06/19/2025 - 07/02/2025

Division Name	Employee	Hire Date	Job Profile	Salary	Reason
Sheriff's Office	Brayden Hickerson	6/20/2025	Corrections Officer I	$52,788.00	Appointment
Sheriff's Office	Feturilla McNeal	6/20/2025	Communications Officer V	$68,799.00	Appointment
County Clerk - Elections	Gloria Mitchell	6/23/2025	Voter Registration Temporary	$14.00/hour worked	Appointment
Sheriff's Office	James Wilson	6/20/2025	Corrections Officer I	$52,788.00	Appointment
Tax Office	Jamielea Richter	6/26/2025	Customer Service Representative I	$34,222.00	Appointment
Parks	Jay Brinson	6/20/2025	Beach Sticker Ambassador	$24,554.59	Appointment
Sheriff's Office	Jessica Obregon	6/20/2025	Deputy Sheriff I	$58,195.00	Appointment
Sheriff's Office	Kelley Moosavi	6/20/2025	Corrections Officer I	$52,788.00	Appointment
Road & Bridge	Tavon Anderson	6/20/2025	Heavy Equipment Operator III	$39,616.00	Appointment
Road & Bridge	Todd Grobe	6/20/2025	Heavy Equipment Operator II	$37,729.00	Appointment
Road & Bridge	Ty McKinney	6/20/2025	Heavy Equipment Operator I	$35,933.00	Appointment
Tax Office	Vilma Parada-Molina	6/26/2025	Customer Service Representative I	$34,222.00	Appointment
Personal Bond	Warren Murray	6/20/2025	Personal Bond Officer	$41,596.00	Appointment

Biweekly Movement for Personnel Changes PP#14 - 06/19/2025 - 07/02/2025

Division Name	Employee	Transfer Date	Job Profile	Salary	Reason
Sheriff's Office	Alex Imber	6/19/2025	Deputy Sheriff IV	$71,070.00	Promotion
Sheriff's Office	Broderick White	6/19/2025	Deputy Sheriff V	$73,645.00	Promotion
Parks	Crystal Brown	6/19/2025	Administrative Assistant II	$45,861.00	Transfer
District Attorney	Danielle Pope	6/19/2025	Attorney II	$86,477.00	Promotion
Sheriff's Office	Elisa Olivarez	6/19/2025	Deputy Sheriff II	$63,345.00	Promotion
Tax Office	Emily Bizzell	6/26/2025	Customer Service Spec.	$39,616.00	Promotion
Sheriff's Office	Jesse Ellisor	6/19/2025	Deputy Sheriff III	$68,495.00	Promotion
Road & Bridge	Justin Barrow	6/19/2025	Heavy Equip. Op. III	$41,590.12	Promotion
Tax Office	Karla Martinez	6/19/2025	Administrative Assistant I	$37,729.00	Promotion
Adult Probation	Lizette Ornelas	6/19/2025	Probation Officer	$51,500.00	Transfer
Sheriff's Office	Ronald Berg	6/19/2025	Deputy Sheriff V	$73,645.00	Transfer
County Clerk	Stephan French	6/19/2025	Deputy County Clerk III	$35,933.00	Promotion
Purchasing	Veronica Vanhorn	7/1/2025	Interim Purchasing Agent	$124,044.24	Transfer
Road & Bridge	Walter Richardson	6/19/2025	Paving Manager	$69,051.00	Promotion

Biweekly Movement for Terminations PP#14 - 06/19/2025 - 07/02/2025

Division Name	Employee	Termination Date	Job Profile	Salary	Reason
Juvenile Justice	Audelina Olivo	6/19/2025	Juvenile Probation Officer	$56,241.00	Voluntary
Commissioner Pct. 4	Christopher Lane	6/27/2025	Policy and Constituent Advisor	$54,636.30	Voluntary
Sheriff's Office	Christopher Lugo	6/27/2025	Deputy Sheriff V	$73,645.00	Voluntary
Tax Office	Danyelle Mccorquodale	6/24/2025	Customer Service Specialist	$39,616.00	Voluntary
Auditor's Office	Heidi Golabian	6/20/2025	Accountant II	$63,240.00	Voluntary
Sheriff's Office	Jennifer Bell	6/30/2025	Lieutenant Sheriff	$99,395.00	Voluntary
Information Technology	Jonathan Aguilar	7/2/2025	IT Business Asset Technician	$37,729.81	Voluntary
Sheriff's Office	Kristin Rynearson	6/23/2025	Bond Condition Analyst	$39,616.00	Involuntary
Sheriff's Office	Laly Rodriguez	6/19/2025	Deputy Sheriff I	$58,195.00	Voluntary
Sheriff's Office	Rebecca Minks Galloway	6/25/2025	Communications Officer II	$58,125.00	Involuntary
Sheriff's Office	Richard Rosser	7/2/2025	Deputy Sheriff V	$73,645.00	Retirement
Purchasing	Rufus Crowder	6/30/2025	Purchasing Agent	$124,044.24	Retirement
Human Resources	Sarah Skweres	6/20/2025	HR Business Partner	$60,840.00	Voluntary
Mosquito Control	Slade Brashers	6/19/2025	Surveillance Larvicide Applicator	$34,222.00	Voluntary
Fleet Services	Terry Wingate	6/30/2025	Mechanic III	$46,744.57	Retirement

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Consideration of approval for Robert Half to provide temporary staffing services, submitted by Human Resources.

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 9:36 am
2	Dianna Martinez	Approve	7/16/25 10:16 am

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 21, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Request to Utilize Cooperative Purchasing Agreement H-GAC Contract TS06-21

Gentlemen:

The Commissioners' Court is respectfully requested to grant authorization to utilize a state of Texas-approved cooperative purchasing program as referenced in Texas Local Government Code, Section 271.102, Cooperative Purchasing Program. This authorization would allow procurement of temporary staffing, direct hire services, and other employer-related services for Human Resources without adhering to the competitive bidding requirements specified in Chapter 262.023 – Competitive Requirements.

The Purchasing Department has reviewed this request and recommends approval. Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

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MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, 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 Robert Half Inc., dba Robert Half hereinafter referred to as the Contractor, having its principal place of business at P.O. Box 743295, Los Angeles, CA 90074.

WITNESSETH:

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

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master 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 Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master 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 CONTRACTOR are

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subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC's goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

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subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Jun 01 2025 and ends May 31 2029. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master 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 or assignee 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 Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and

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agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: 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 Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and 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 H-GAC. 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 Master 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.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. 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 seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor’s behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and

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that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.

C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H- GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.

C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract

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period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes
Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation
Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests
If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Unless otherwise addressed, the following requirements shall apply:

a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to End User at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by End User unless otherwise agreed to by Contractor. If Contractor will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If End User will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on Form E. Any freight, shipping or delivery charged to End User will be prepaid and added to the invoice, and will be clearly shown an any Contract Pricing Worksheet or other quote presented to the End User.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

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There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. 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.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master 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 Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master 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

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period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

(3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

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

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance 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 H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, 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 Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website https://www.ethics.state.tx.us/forms/CIQ.pdf. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the

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Contractor's federal compliance obligations. These may 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) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) 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; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) 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; (h) §§ 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; (i) 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; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Master Agreement 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 any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master 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.

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

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER 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 Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

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

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all 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;
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 nondiscrimination on the basis of alcohol abuse or alcoholism;
g) Sections 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 the specific statute(s) under which application for Federal assistance is being made; and
j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

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ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, 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 notice, 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 Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master 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 Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding

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agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Robert Half Inc. , dba Robert Half

Signature DocuSigned by: Meghan Reilly 7C841FFA6B484DC...

Name Meghan Reilly

Title Vice President - Contract Finance & Accounting

Date 5/30/2025

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 6/17/2025

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MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas and offers the same or substantially the same products/services offered to H-GAC on a basis that routinely provides pricing more favorable than those provided to H-GAC hereunder, CONTRACTOR shall notify H-GAC within ten (10) business days. This Contract between H-GAC and CONTRACTOR shall be automatically amended, effective the date of notification.
The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. The Parties accept the following definition of agreement: A contractual document that applies to more than one staffing assignment and contains defined pricing rates."
If CONTRACTOR claims that a more favorable price, warranty, benefit, or term that was charged or offered to another governmental entity in the State of Texas during the term of this Agreement, does not constitute more favorable treatment, than CONTRACTOR shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of CONTRACTOR's written explanation, may decline to accept such explanation

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and thereupon this Agreement between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement. Employees of CONTRACTOR are subject to the exclusive control over the employment relationship and human resource supervision by CONTRACTOR. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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a. General liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
b. Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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a. Be new, unused, and not refurbished.
b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

a. CUSTOMER/END USER Name
b. Product/Service purchased, including Product Code if applicable
c. Customer Purchase Order Number
d. Purchase Order Date
e. Product/Service dollar amount
f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. ''Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of $250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
Robert Half Inc. dba Robert Half
Temporary Staffing, Direct-Hire, and Other Employer Services
Contract No.: TS06-25
Pricing Effective: June 2025

Supplier	Product	Description	HGACBuy Discount
Robert Half	Temporary and Miscellaneous Departmental Staff Augmentation Services	Robert Half TS06-25 Response Price List Form	10%
Robert Half	Temp-to-Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Direct Hire Services	Robert Half TS06-25 Response Price List Form	List
Robert Half	Executive Search and Placement Services	Robert Half TS06-25 Response Price List Form	List

July 14, 2025

County Judge Mark Henry
County of Galveston, Texas
722 Moody Ave Galveston, TX 77550

Dear Judge Mark Henry,

Thank you for selecting Robert Half International Inc. ("Robert Half") to meet your staffing needs. We appreciate the opportunity to work with you in your search for skilled candidates.

Robert Half will assign the following candidates to the County of Galveston at the hourly bill rates indicated below:

Job Title	**BILL RATE**
Staff Accountant I	$42.50

We acknowledge that Robert Half assigns these professionals to County of Galveston pursuant to the pricing terms of the Temporary Staffing, Direct Hire and Other Employer Services Contract between Robert Half and the Houston-Galveston Area Council of Governments ("H-GAC") effective June 1, 2021, and identified by **H-GAC Contract No. TS06-21**.

Robert Half assigns its professionals to County of Galveston pursuant to the County of Galveston purchase order issued for the engagement, as modified by the "Purchase Order Backer for Temporary Services" signed by both parties.

We appreciate your business and look forward to our continued partnership.

Signature: _____ Date: _____

Sincerely,

Keena Adams
Branch Director
Keena.Adams@roberthalf.com

© Robert Half International Inc., 2021. All rights reserved. Robert Half International Inc. is an Equal Opportunity Employer M/F/D/V

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Consideration of a Resolution supporting adding Hwy 87 to the Houston-Galveston Area Council Transportation Plan submitted by Commissioner Pct. 3

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 2:47 pm
2	Dianna Martinez	Approve	7/17/25 9:04 am

On this, the 21st day of July 2025, the Commissioners' Court of Galveston County, Texas convened in a Commissioners Court meeting with the following members thereof present:

Mark Henry, County Judge
Darrell A. Apffel, Commissioner, Precinct No. 1
Joe Giusti, Commissioner, Precinct No. 2
Hank Dugie, Commissioner, Precinct No. 3
Robin Armstrong, MD, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

A Resolution Supporting the Addition of Texas State Highway 87 to the Houston-Galveston Area Council (HGAC) Transportation Plan

Whereas, Texas State Highway 87 serves as the primary hurricane evacuation route for residents on Bolivar Peninsula; and

Whereas, Texas State Highway 87 needs several improvements to become sufficient as a state-designated hurricane evacuation route, including raising the route out of the floodplain; and

Whereas, residents of the Bolivar Peninsula have voiced their support and request for these improvements; and

Whereas, improvements made to Texas State Highway 87 would be handled by the Texas Department of Transportation, requiring very little involvement or financial support (if any) from Galveston County; and

Whereas, the Houston-Galveston Area Council as the federally-designated Metropolitan Planning Organization (MPO), must develop and update a Regional Transportation Plan (RTP) to address much-needed infrastructure improvements for the betterment of the region.

Now, Therefore Be It Resolved, the Commissioners Court of Galveston County, Texas, does hereby express its support for the addition of Texas State Highway 87 to the Houston-Galveston Area Council's Regional Transportation Plan.

Upon motion duly made and seconded, the above Resolution was unanimously passed on this the 21st day of July, 2025.

Attest:

County of Galveston, Texas

By:

_____
Dwight D. Sullivan, County Clerk

_____
Mark A. Henry, County Judge

_____
Darrell A. Apffel, Comm., Pct. #1

_____
Hank Dugie, Comm., Pct. #3

_____
Joe Giusti, Comm., Pct. #2

_____
Robin Armstrong, MD, Comm., Pct. #4

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Consideration of approval of reappointments to the Mediation Services Board submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 3:18 pm

Mediation Services Board

Consideration of approval of (re)appointment of the following individuals to the above-mentioned board:

1. Brad Boney **-** (Business Representative) for a term ending 12/31/2025
2. Thayer Evans – (Citizen At-Large) for a term ending 12/31/2026

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Consideration of approval of the Primary and Alternate nominees for the Houston-Galveston Area Council Regional Air Quality Planning Advisory Committee submitted by Commissioner Pct. 3

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 2:37 pm
2	Dianna Martinez	Approve	7/16/25 2:36 pm

ADVISORY COMMITTEE NOMINATION FORM

Please return to Houston-Galveston Area Council by **May 31.** Mail, Fax or email, attention William Matthews, 3555 Timmons Ln, Ste 120, Houston, TX 77027 ▪ 713-499-6668 ▪ Fax 713-993-2414 ▪ William.Matthews@h-gac.com ▪ To obtain more information about advisory committees, please visit https://www.h-gac.com/board-of-directors/advisory-committees

Committee Name: Regional Air Quality Planning Advisory Committee

Brief Description of Committee:

The Regional Air Quality Planning Advisory Committee (RAQPAC), herein referred to as the Committee, is appointed by the Board of Directors of the Houston-Galveston Area Council (H-GAC) to assist and advise H-GAC, regional and local governments, transportation organizations and other agencies on air quality issues. The Committee will review air quality plans for the H-GAC region and recommend actions necessary for improving the region's air quality.

Would you like to re-nominate the current representative(s) listed below for the **July 2025 - 2027 term?**

Current Representative(s)	Representing	Nominated by	Re-nominate
Vacant (Primary)			☐ Yes ☐ No
Vacant (Alternate)			☐ Yes ☐ No

If you selected **no**, please list the new nominee(s) in the space provided:

Primary

Name		Organization	
Address		Title	
City		Phone	
State		Zip	
Representing		Email	

Alternate

Name		Organization	
Address		Title	
City		Phone	
State		Zip	
Representing		Email	

_____ _____

Nominator's Signature Date

_____

Please Print Nominator Name

Regional Air Quality Planning Advisory Committee

WHAT IS THE REGIONAL AIR QUALITY PLANNING ADVISORY COMMITTEE?

The Regional Air Quality Planning Advisory Committee (RAQPAC) plays a critical role in addressing air quality challenges across the Houston-Galveston region. Appointed by the H-GAC Board of Directors, RAQPAC brings representatives from local governments, transportation agencies, public health organizations, industry, and environmental groups to review air quality plans and recommend strategies for improvement. The committee evaluates policies, programs, and regulations related to the Clean Air Act, advises on transportation control measures.

WHAT DOES THE COMMITTEE DO?

- Review and make recommendations to H-GAC's Board of Directors on air quality policies and plans for the region.
- Review and make recommendations to H-GAC's Board of Directors on proposed air quality rules, regulations and guidance.
- Review and make recommendations to H-GAC's Board of Directors on transportation control measures and recommend those most suitable to Clean Air Act goals for the region.
- Where appropriate, review and make recommendations to H-GAC's Transportation Policy Council on other mobile source emission control measures. Review potential Transportation Control Measures (as needed) and make recommendations to H-GAC's Transportation Policy Council.

HOW LONG DOES A MEMBER SERVE?

A member serves for a two-year term. There are no limits to the number of terms a member may serve.

CURRENT REPRESENTATION NEEDS

- Galveston County
- City of La Porte
- Texas Department of Transportation Houston
- Greater Houston Partnership
- ExxonMobil Corporation Baytown
- The Dow Chemical Company
- Associated General Contractors of America

WHEN DOES RAQPAC MEET?

Meetings are held virtually on the 4th Thursday of the month at 10:00 -11:30 a.m. Written notice of time, place, and purpose of the meeting shall be sent in advance of each meeting.

WHERE DOES RAQPAC MEET?

Meetings are held in a virtual setting. Members may attend virtually via Teams.

WHO CAN I CONTACT FOR MORE INFORMATION?

For questions or additional information, please contact Pharr Andrews, Principal Planner, at 832-681-2587 or Pharr.Andrews@h-gac.com

VISIT OUR WESBITE

Regional Air Quality Planning Advisory Committee

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

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

Consideration of approval of the Primary and Alternate nominees for the Houston-Galveston Area Council Area Emission Reduction Credit Organization Committee submitted by Commissioner Pct. 3

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 2:38 pm
2	Dianna Martinez	Approve	7/16/25 2:38 pm

ADVISORY COMMITTEE NOMINATION FORM

Please return to Houston-Galveston Area Council**.** Mail, Fax or email, attention William Matthews, 3555 Timmons Ln, Ste 120, Houston, TX 77027 ▪ 713-499-6668 ▪ Fax 713-993-2414 ▪ William.Matthews@h-gac.com ▪ To obtain more information about advisory committees, please visit https://www.h-gac.com/board-of-directors/advisory-committees

Committee Name: Area Emission Reduction Credit Organization

Brief Description of Committee:

The Houston-Galveston Area Emission Reduction Credit Organization was created in 1994 to promote the improvement of air quality while helping to mitigate the adverse impacts of control strategies on economic development in the Houston-Galveston-Brazoria region. The Houston-Galveston Area Emission Reduction Credit Organization accomplishes this by providing a legal framework to promote air quality improvement and economic growth in the eight county Houston-Galveston-Brazoria ozone non-attainment area.

Would you like to re-nominate the current representative(s) listed below for the **May 2025-2027 term?**

Current Representative(s)	**Representing**	**Nominated by**	**Re-nominate**
Vacant (Primary)			☐ Yes ☐ No
Vacant (Alternate)			☐ Yes ☐ No

If you selected **no**, please list the new nominee(s) in the space provided:

Primary

Name		Organization	
Address		Title	
City		Phone	
State		Zip	
Representing		Email	

Alternate

Name		Organization	
Address		Title	
City		Phone	
State		Zip	
Representing		Email	

_____ _____

Nominator's Signature Date

_____

Please Print Nominator Name

Area Emission Reduction Credit Organization

WHAT IS THE AREA EMISSION REDUCTION CREDIT ORGANIZATION?

The purpose of the Houston-Galveston Area Emission Reduction Credit Organization (AERCO) for the Houston-Galveston ozone nonattainment area is to promote air quality improvement and economic development within the nonattainment area through acquisition and distribution of emission reduction credits. Its activities may include transactions in emission reduction credits to help meet federal Clean Air Act requirements as well as using other forms of credits and financial incentives to facilitate Clean Air Act compliance in the Houston-Galveston region.

WHAT DOES THE COMMITTEE DO?

- Receive and use funds
- Have an account at the TCEQ Emission Reduction Credit Bank
- Enter contracts with TCEQ to receive and administer Supplemental Environmental Project funding to foster emission reduction credits, school bus emission reduction incentive programs and other purposes consistent with Article I
- Acquire emission reduction credits through purchase, donation, or other means
- Transfer emission reduction credits through purchase, donation, or other means

HOW LONG DOES A MEMBER SERVE?

A member serves for a three-year term. There are no limits to the number of terms a member may serve.

CURRENT REPRESENTATION NEEDS

- Brazoria, Galveston, Harris and Liberty Counties

WHEN DOES AERCO MEET?

Meetings are held quarterly on the 4th Wednesday at 10:00 a.m. All meetings are open to the public according to the Public Meetings Act. Written notice of time, place, and purpose of the meeting shall be sent in advance of each meeting.

WHERE DOES AERCO MEET?

Meetings are currently held in a hybrid setting. Members may attend virtually via Teams or in person at the H-GAC offices located at:

3555 Timmons Lane
2nd Floor Conference Rooms 2-B/C
Houston, Texas 77027

WHO CAN I CONTACT FOR MORE INFORMATION?

For questions or additional information, please contact Carlos Lugo, Program Coordinator, at 832-681-2560 or Carlos.Lugo@h-gac.com

Visit our website: h-gac.com/board-of-directors/advisory-committees/area-emission-reduction-credit-organization

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Consideration of approval of the Primary and Alternate nominees for the Houston-Galveston Area Council Regional Solid Waste Management Committee submitted by Commissioner Pct. 3

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 2:41 pm
2	Dianna Martinez	Approve	7/16/25 2:50 pm

ADVISORY COMMITTEE NOMINATION FORM

Please return to Houston-Galveston Area Council by **May 31.** Mail, Fax or email, attention William Matthews, 3555 Timmons Ln, Ste 120, Houston, TX 77027 ▪ 713-499-6668 ▪ Fax 713-993-2414 ▪ William.Matthews@h-gac.com ▪ To obtain more information about advisory committees, please visit https://www.h-gac.com/board-of-directors/advisory-committees

Committee Name: Solid Waste Management

Brief Description of Committee:

Solid Waste Management Program, established in 1983 by the Texas Comprehensive Municipal Solid Waste Management Resource Recovery and Conservation Act, provides technical assistance to local governments on solid waste issues, as well as continuing education opportunities for local governments and solid waste professionals.

Would you like to re-nominate the current representative(s) listed below for the **May 2025-2027 term?**

Current Representative(s)	**Representing**	**Nominated by**	**Re-nominate**
Vacant (Primary)			☐ Yes ☐ No
Vacant (Alternate)			☐ Yes ☐ No

If you selected **no**, please list the new nominee(s) in the space provided:

Primary

Name		Organization	
Address		Title	
City		Phone	
State		Zip	
Representing		Email	

Alternate

Name		Organization	
Address		Title	
City		Phone	
State		Zip	
Representing		Email	

_____ _____

Nominator's Signature Date

_____

Please Print Nominator Name

Solid Waste Management Committee

WHAT IS THE SOLID WASTE MANAGEMENT COMMITTEE?

The Solid Waste Management Committee is appointed by the Board of Directors of the Houston-Galveston Area Council to assist and advise elected officials in their decision-making responsibilities by making recommendations on issues related to solid waste management in the Gulf Coast Planning Region.

WHAT DOES THE COMMITTEE DO?

- Review and make recommendations to H-GAC Board of Directors on solid waste management issues.
- Revise and update H-GAC's regional solid waste management plan.
- Score solid waste management grant applications to H-GAC's regional plan implementation program.
- Nominate and prioritize other solid waste management projects for state or federal funding, when appropriate.

HOW LONG DOES A MEMBER SERVE?

Members serve two-year terms, or until a successor is appointed. A member may have a designated principal alternate.

Visit our website: Solid Waste Management Committee

WHEN DOES THE SWMC MEET?

Meetings are held quarterly on the fourth Wednesday of January, April, July, and October.

WHERE DOES THE COMMITTEE MEET?

Meetings alternate between face-to-face sessions and Zoom. There are two meetings conducted in person and two that take place on Zoom. The in-person meetings occur at:

Houston-Galveston Area Council
3555 Timmons Lane
Houston, Texas 77027

WHO CAN I CONTACT FOR MORE INFORMATION?

For questions or additional information, please contact Erin Livingston, erin.livingston@h-gac.com or 832-681-2525

Current Representation Needs

- Austin, Fort Bend, Liberty, Montgomery, Waller, and Wharton counties.
- Nonprofits
- Environmental groups
- Industry
- Citizen/Environmental groups

The Houston-Galveston Area Council (H-GAC) is the regional organization through which local governments consider issues and cooperate in solving area wide problems. Through H-GAC, local governments also initiate efforts in anticipating and preventing problems, saving public funds. The 13-county H-GAC service region is growing, becoming more diverse, and constantly changing. To address the needs of citizens and businesses, local governments are providing leadership to guide regional development wisely and manage change constructively.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 6/27/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Facilities**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of TXU Energy Contract Service Point Change Request to add 2 meters (1207 Oak St., La Marque, Bayshore Park 5437 FM 646 Rd. South, Santa Fe) with TXU Energy submitted by Facilities**

7) **PEID No: 719733**
8) **Req No: N/A**
9) **Orgkey: 110170100**
10) **Object Code: 5421000**
11) **Vendor: TXU Energy**
12) **Vendor Contract No: CM17177**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $2,150,000**
16) **Current Year Projected: 0.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 01/01/2020
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 5/31/2026
26) **Contract # Issued by Purchasing Department: 224264**

NOTES: Awarded 06/20/2017 - Choice Partners Co-Op 3 ESI ID'

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	6/30/25 9:00 am
2	Misty Witmer	Disapprove	6/30/25 9:02 am
Notes:	I believe the attachment is missing.		
3	Lauren Michaels	Approve	7/1/25 2:49 pm
4	Misty Witmer	Approve	7/1/25 2:59 pm
5	Melissa Fleming	Approve	7/1/25 3:23 pm
Notes:	The attachment is in progress per Lauren Michaels.		
6	Veronica Van Horn	Approve	7/1/25 3:28 pm
Notes:	No backup for item being sent by TXU prior to agenda date needs to be on for permenant power to MHW		
7	Diana Huallpa	Disapprove	7/3/25 2:07 pm
Notes:	Missing supporting documentation to verify that the projected cost is $0.00, as stated on the CAR form.		
8	Lauren Michaels	Approve	7/14/25 12:06 pm
9	Misty Witmer	Approve	7/14/25 12:08 pm
10	Melissa Fleming	Approve	7/14/25 1:19 pm
11	Veronica Van Horn	Approve	7/15/25 11:32 am
12	Diana Huallpa	Approve	7/15/25 11:50 am
13	Sergio Cruz	Approve	7/15/25 12:00 pm
14	Veronica Van Horn	Approve	7/15/25 12:13 pm

TXU Energy Contract Service Point Change Request Form

Request No:	RSR-00015327				
Customer Name:	Galveston County	Parent Quote Number:	S0400022	Pad Request:	10
Contact Email:		Contract Start Date:	01/01/2020	RDS Quote Number 1:	S0777074
Business Partner:	0020284603	Contract End Date:	05/31/2026	RDS Quote Number 2:	
Sales Executive:	Brittany Jalomo	Contract Rate:	0.03588	RDS Quote Number 3:	
Form Prepared By:	BARBARA DE PAZ	Billing Format:	Multi-site One Invoice	RDS Quote Number 4:	

ESI ID	Bill To Address(Street,City,St,Zip)	Physical Address(Street,City,St,Zip)	Deal Change Change Type	*Change Start Date	Market Transaction	Contract Account	Tax Exempt	Like ESI or Usage	Volumes Per ESI:	Non-Traded Volumes Per ESI:	Standing Charge
10089010250056368401 25	P.O BOX 1418 GALVESTON, TX 77553-1418	5437 FM 646 RD S SANTA FE TX 77510-2079	Add	7/22/2025	Move-In	100051908504	☐	100890102380016327 0100		1,151	$0.00
10400519795990001	PO BOX 1418 GALVESTON, TX 77553-1418	1207 OAK ST LA MARQUE TX 77568-5925	Add	7/22/2025	Move-In	100051908504	☐	use 3000 kwh/month		31,203	$0.00

Notes/Comments:

Settlement: $0.00

**Total Volumes Traded(KWh): 0

***Valid To(Expiration): 07/22/2025

Buyer hereby requests and authorizes Seller to add, delete and/or make other requested changes to the Premises as listed above. (The sales price for electricity quantities for added premises will be added at the existing price per kWh contained in the contract/quote number listed above.) Seller will process the request accordingly and subsequently invoice Buyer the Settlement Charge referenced above plus any applicable sales tax. Buyer may not net additions and deletions by submitting them on a single request form. Request Forms submitted by Buyers whose Agreement with Seller contains specific provisions allowing them to add or delete premises under terms that are expressly contrary to parameters contained in this form will be processed and assessed any fees in compliance with the explicit terms of that Agreement. *Dates are estimated and will be no later then 3 business days after the receipt of the signed Service Point Change Request form. The actual date will be determined based upon meter and transaction type. **Volumes listed are total volumes traded in the market rounded to the nearest kWh for the remaining term. ***Barring Significant market movement, this pricing offer is valid through the date and time above.

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

By signing this form, Buyer agrees that all information listed on this form is accurate and correct. If there are any discrepancies, please contact your TXU Energy Account Service Manager. If all information is accurate and correct, please sign,print name,title and date, then return to your TXU Energy Account Service Manager before the expiration date above

TXU Energy Contract Service Point Change Request Form

Request No:	RSR-00015329				
Customer Name:	Galveston County	Parent Quote Number:	S0397498	Pad Request:	10
Contact Email:		Contract Start Date:	06/01/2026	RDS Quote Number 1:	S0777078
Business Partner:	0020284603	Contract End Date:	05/31/2030	RDS Quote Number 2:	
Sales Executive:	Brittany Jalomo	Contract Rate:	0.03296	RDS Quote Number 3:	
Form Prepared By:	BARBARA DE PAZ	Billing Format:	Multi-site One Invoice	RDS Quote Number 4:	

ESI ID	Bill To Address(Street,City,St,Zip)	Physical Address(Street,City,St,Zip)	Deal Change Change Type	*Change Start Date	Market Transaction	Contract Account	Tax Exempt	Like ESI or Usage	Volumes Per ESI:	Non-Traded Volumes Per ESI:	Standing Charge
10400519795990001	P.O BOX 1418 GALVESTON, TX 77553	1207 OAK ST LA MARQUE TX 77568-5925	Add	6/3/2026	None	100051908504		use 3000 kwh/month		144,144	$0.00
10089010250056368401 25	P.O BOX 1418 GALVESTON, TX 77553-1418	5437 FM 646 RD S SANTA FE TX 77510-2079	Add	6/12/2026	None	100051908504		100890102380016327 0100		5,324	$0.00

Notes/Comments:

Settlement: $0.00

**Total Volumes Traded(KWh): 0

***Valid To(Expiration): 07/22/2025

Buyer hereby requests and authorizes Seller to add, delete and/or make other requested changes to the Premises as listed above. (The sales price for electricity quantities for added premises will be added at the existing price per kWh contained in the contract/quote number listed above.) Seller will process the request accordingly and subsequently invoice Buyer the Settlement Charge referenced above plus any applicable sales tax. Buyer may not net additions and deletions by submitting them on a single request form. Request Forms submitted by Buyers whose Agreement with Seller contains specific provisions allowing them to add or delete premises under terms that are expressly contrary to parameters contained in this form will be processed and assessed any fees in compliance with the explicit terms of that Agreement. *Dates are estimated and will be no later then 3 business days after the receipt of the signed Service Point Change Request form. The actual date will be determined based upon meter and transaction type. **Volumes listed are total volumes traded in the market rounded to the nearest kWh for the remaining term. ***Barring Significant market movement, this pricing offer is valid through the date and time above.

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

By signing this form, Buyer agrees that all information listed on this form is accurate and correct. If there are any discrepancies, please contact your TXU Energy Account Service Manager. If all information is accurate and correct, please sign,print name,title and date, then return to your TXU Energy Account Service Manager before the expiration date above

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 7/10/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Facilities**
5) **Department Contact: Misty Witmer**
6) **Description: Adding wage compliance to the Project Management Services Agreement for Mental Health Wellness Center & extending the agreement to August 2025**

7) **PEID No: 723281**
8) **Req No:**
9) **Orgkey: 1101-411010**
10) **Object Code:**
11) **Vendor: Turner & Townsend Heery**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $12,960.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/2/2023
23) **Auto Renewal Contract:** No
24) **Bid No: B231028**
25) **Contract End Date:** 9/30/2025
26) **Contract # Issued by Purchasing Department: 228869**

NOTES:

Budget Amendment in Progress - Awarded in CC - Item 77 (9/18/23 MF)

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/14/25 11:57 am
2	Misty Witmer	Approve	7/14/25 12:01 pm
3	Melissa Fleming	Approve	7/14/25 3:18 pm
4	Veronica Van Horn	Approve	7/15/25 10:00 am
5	Diana Huallpa	Approve	7/15/25 11:45 am
6	Sergio Cruz	Approve	7/15/25 11:57 am
7	Veronica Van Horn	Approve	7/15/25 12:11 pm

July 1, 2025

Tyler Drummond, Chief of Staff
The County of Galveston, Texas
tyler.drummond@co.galveston.tx.us

Turner & Townsend Heery
10777 Westheimer Rd., Suite 1160
Houston, TX 77042
713-457-9400
www.turnerandtownsend.com

For the attention of Tyler Drummond, Chief of Staff

Dear Mr. Drummond,

Add Service Request for Owner's Representation Services – Mental Health Wellness Center

Pursuant to Section 1.2 of the Project Management Services Agreement between the County of Galveston, TX ("the County") and Turner & Townsend Heery ("Heery"), I am writing to formally request approval of additional services that Heery is proposing to provide for the Mental Health Wellness Center in La Marque, TX.

At the request of Galveston County, Heery is proposing to provide Wage Compliance Management for the project through substantial completion, including reviewing past logs dating back to January 2025. These services will only be performed for the new Mental Health Wellness Center project currently under construction, and will conclude upon final completion, anticipated to be August 30, 2025. Heery will utilize the same system the County has previously used, including conducting onsite interviews once per month.

Heery respectfully submits a lump sum proposal of **$12,960** to provide the above-mentioned additional services through the current projected substantial completion date of August 30, 2025. Please note the following:

- The lump sum fee includes standard incidental expenses related to the daily work, including mileage and technology needs for Heery staff to efficiently perform their work;
- Invoices will be monthly per an agreed upon billing schedule, revised per the attached exhibit;
- Turner & Townsend Heery will not exceed the agreed upon fee without prior approval from the County.

As always, Turner & Townsend Heery is committed to the success of our Clients and we are thankful for the opportunity to work with you. Please let us know of any questions or concerns.

Yours faithfully,

Gary Whittle, MBA, CCM, LEED AP
Director
Turner & Townsend Heery
e: gary.whittle@turntown.com

Copy:

Misty Witmer – Interim Facilities Director / Chief Information Officer, Galveston County

DRAW SCHEDULE – GALVESTON COUNTY
Mental Health Welness Center
Revised July 1, 2025

Calendar Year	ANNUAL SUBTOTAL	Month	Period	Monthly Draw	Monthly %	Cumulative Drawn	Remaining Balance
2023	$ 83,722	Oct-23	1	$ 27,907	4.02%	$ 27,907	$ 666,177
		Nov-23	2	$ 27,907	4.02%	$ 55,815	$ 638,269
		Dec-23	3	$ 27,907	4.02%	$ 83,722	$ 610,362
2024	$ 366,165	Jan-24	4	$ 27,907	4.02%	$ 111,629	$ 582,455
		Feb-24	5	$ 27,907	4.02%	$ 139,537	$ 554,547
		Mar-24	6	$ 31,035	4.47%	$ 170,572	$ 523,512
		Apr-24	7	$ 31,035	4.47%	$ 201,607	$ 492,477
		May-24	8	$ 31,035	4.47%	$ 232,642	$ 461,442
		Jun-24	9	$ 31,035	4.47%	$ 263,677	$ 430,407
		Jul-24	10	$ 31,035	4.47%	$ 294,712	$ 399,372
		Aug-24	11	$ 31,035	4.47%	$ 325,747	$ 368,337
		Sep-24	12	$ 31,035	4.47%	$ 356,782	$ 337,302
		Oct-24	13	$ 31,035	4.47%	$ 387,817	$ 306,267
		Nov-24	14	$ 31,035	4.47%	$ 418,852	$ 275,232
		Dec-24	15	$ 31,035	4.47%	$ 449,887	$ 244,197
2025	$ 244,197	Jan-25	16	$ 31,929	4.60%	$ 481,816	$ 212,268
		Feb-25	17	$ 31,929	4.60%	$ 513,745	$ 180,339
		Mar-25	18	$ 31,929	4.60%	$ 545,674	$ 148,410
		Apr-25	19	$ 31,929	4.60%	$ 577,603	$ 116,481
		May-25	20	$ 31,929	4.60%	$ 609,532	$ 84,552
		Jun-25	21	$ 31,929	4.60%	$ 641,461	$ 52,623
		Jul-25	*22*	*$ 17,541*	*2.53%*	*$ 659,002*	*$ 35,082*
		Aug-25	*23*	*$ 17,541*	*2.53%*	*$ 676,543*	*$ 17,541*
		Sep-25	*24*	*$ 17,541*	*2.53%*	*$ 694,084*	*$ -*
TOTAL	**$ 694,084**			$ 694,084	100.00%	$ 694,084	$ -

Work Order #3
To
Project Management Services Agreement

Work Order Effective Date: July 1, 2025

This Work Order #3 is attached to and forms part of the Project Management Services Agreement, dated as of **October 2, 2023**, by and between **County of Galveston, TX** ("Client") and Turner & Townsend Heery, LLC ("HEERY") (as it may be amended, the "Agreement"). Capitalized terms used in this Work Order without definition that are defined in the Agreement shall have the meanings set forth therein.

This Work Order shall be governed by and construed in accordance with the laws described in the Agreement unless amended for this Work Order below.

☒ This Work Order shall be governed by and construed in accordance with the laws of the State of **Texas** without regard to conflicts of laws principles.

1. Project Description. For purposes of this Work Order, the Project shall be as described below, which shall be the Project for purposes of this Work Order:

Mental Health Wellness Center located in La Marque, TX

2. Target Completion Date and Schedule. The target completion date for the Project is **August 30, 2025**, and the Schedule is as described below:

July 1, 2025, through August 30, 2025

3. Specific Duties. In providing the Services, HEERY shall have the duties as defined in Exhibit 1 – Scope of Services attached hereto with respect to the Project.

4. Project Management Services Fees. As compensation for the performance of the Services in connection with the Project, Client shall pay to HEERY a fee as set forth in Exhibit 2 – Compensation for Services attached hereto. The project management fee shall be equitably adjusted if the Services extend beyond the scheduled completion date of the Project, or if the originally contemplated scope of Services is materially increased.

5. Variable Services and Fees. Client and HEERY may agree that HEERY will provide additional variable services and resources and will compensate HEERY based on actual hours spent by HEERY personnel on such services utilizing the hourly rate schedule below:

Title	Rate per Hour
Project Executive	$ 260.00
Senior Project Manager	$ 191.50
Project Manager	$ 155.00

6. Sales and Use Taxes. Client will pay any sales, use, gross receipts, value-added or other consumption-based taxes with respect to any goods and services provided to Client by HEERY or any subcontractor or any goods or services procured by HEERY as Client's agent or for the benefit of Client. Client shall retain the right to contest any such taxes assessed against Client.

7. Reimbursable Items. Client shall reimburse HEERY for all costs, expenses and charges of HEERY in connection with the Services, as approved by Client individually or as included in an approved reimbursable budget, and will include the following expenses: reproduction of drawings; messenger service; conference calling service charges; overnight delivery; travel (mileage) to locations other than the Project

jobsite, including consultant offices or other Project related travel, long distance travel, lodging and meals when pre-approved by Client; subcontractor fees and expenses without mark-up; parking; sales and use taxes and, if applicable, value added taxes paid on behalf of Client; freight and shipping costs paid on behalf of Client; and any specific non-recurring charges directly attributable to the Project and approved by Client.

8. Timing. All sums due to HEERY from Client under this Work Order shall be paid within thirty (30) days following receipt of an invoice from HEERY. Client's obligation to pay or reimburse HEERY as provided in this Work Order shall survive the expiration or termination hereof. All payments to HEERY hereunder shall be made in the amounts then due and without set-off. If HEERY is responsible for payment of Construction Professionals on Client's behalf, HEERY shall not be liable for making payments late or failing to make payments to Construction Professionals (i) if so directed by Client, (ii) if Client fails to provide sufficient funds to pay Construction Professionals, or (iii) if Client is in default of its payment obligations under this Agreement, and Client shall indemnify, defend and hold harmless HEERY against any and all Claims that HEERY may incur as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Work Order effective as of the date first above written.

COUNTY OF GALVESTON COUNTY, TEXAS

By:_____
Name:
Title:

TURNER & TOWNSEND HEERY, LLC

By:_____
Name: Christopher Fields
Title: Sr. Vice President

TURNER & TOWNSEND HEERY, LLC

By:_____
Name: Gary Whittle
Title: Director

EXHIBIT 1

SCOPE OF SERVICES

HEERY will assist Client with the Project. The Services consist of those described below and include usual and customary Project coordination and administration of the Construction Contract.

Wage Compliance Management:

- Compile, review, and validate wage reports from contractors and subcontractors.
- Monitor and track reports via Procore or other project management tool.
- Notify contractors of non-compliance when discovered.
- Track and report corrective actions in response to non-compliance notices.

EXHIBIT 2

COMPENSATION FOR SERVICES

STIPULATED SUM FEE BASIS

1. Project Management Services Fees. As compensation for the performance of Services as defined in this Work Order, Client shall make the reimbursements provided for below and shall pay to HEERY a stipulated sum equal to $**12,960**, making the new total project fees $694,084.

2. Progress Payments. HEERY will invoice Client on a monthly basis, in a format that is agreeable to Client, based on progress of the Services towards the Target Completion Date and Schedule defined in this Work Order. The HEERY Project Management Compensation Schedule sets forth the distribution of the fees.

Calendar Year	ANNUAL SUBTOTAL	Month	Period	Monthly Draw	Monthly %	Cumulative Drawn	Remaining Balance
2023	$ 83,722	Oct-23	1	$ 27,907	4.02%	$ 27,907	$ 666,177
		Nov-23	2	$ 27,907	4.02%	$ 55,815	$ 638,269
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		Aug-25	*23*	*$ 17,541*	*2.53%*	*$ 676,543*	*$ 17,541*
		Sep-25	*24*	*$ 17,541*	*2.53%*	*$ 694,084*	*$ -*
TOTAL	**$ 694,084**			$ 694,084	100.00%	$ 694,084	$ -

3.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*21.

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

Consideration of authorizing the application and certificate for payment for Jail Facility Kitchen Floor Replacement project with Construction LTD for $71,843.83, submitted by Facilities

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 2:11 pm

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	*GALVESTON COUNTY, PURCHASING* *722 MOODY (21ST STREE* *GALVESTON, TX 77550*	***PROJECT:***	*GALVESTON COUNTY JAIL* *5700 BALL ST* GALVESTON, TX 77551	**APPLICATION NO** 2 **PERIOD TO:** 5/15/2025 **PROJECT NOS.:** 308 **CONTRACT DATE** 12/17/2024	**Distribution to:** ✓ *OWNER* __ *ARCHITECT* ✓ *CONTRACTOR* __ *CONTRUCTION MANAGER*
FROM CONTRACTOR:	*CONSTRUCTION LTD* *1825 UPLAND* *HOUSTON, TEXAS 77043*				

CONTRACT FOR: JAIL FACILITY KITCHEN FLOOR REPLACEMENT

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet

1. ORIGINAL CONTRACT SUM		**$524,958.30**
2. NET change by Change Order		**$19,348.00**
3. CONTRACT SUM TO DATE (Line 1 & 2)		**$544,306.30**
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		**$544,306.30**
5. RETAINAGE:		
a. __10____% of Completed Work (Columns D + E on G703)	$54,430.63	
b. __10 ___% of Stored Material (Column F on G703)	$0.00	
Total Retainage (Line 5a + 5b or Total in Column I		**$0.00**
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		**$544,306.30**
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		**$472,462.47**
8. CURRENT PAYMENT DUE		**$71,843.83**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$0.00	

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0
Total approved this Month	19,348.00	0.00
TOTALS	19,348.00	0.00
NET CHANGES by Change Order	19,348.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **CONSTRUCTION LTD.**

By:_____ Date: 5/13/2025
Austin St Laurent, Project Manager
State of: TEXAS
County of: HARRIS

Subscribed and sworn to before
me this 13th day of May, 2025

ALMA SANCHEZ
Notary Public, State of Texas
Comm. Expires 06-01-2028
Notary ID 130684311

Notary Public: Alma Sanchez

My Commission expires: 06/01/2028

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this appliation, the Owner certifies to the best of the Owner's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Doucuments, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $_____

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

OWNER:
By:_____ Date:_____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPLICATION AND CERTIFICATE FOR PAYMENT

PROJECT: GALVESTON COUNTY JAIL

APPLICATION NUMBER: 2
PROJECT NOS.: 308

CONTRACTOR: CONSTRUCTION LTD

PAYMENT APPLICATION DATE: 5/13/2025

NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS APPLICATION	WORK COMPLETED THIS PERIOD	STORED MATERIAL	TOTAL COMPLETED	PERCENT COMPLETE	BALANCE TO FINISH	RETAINAGE
	GENERAL								
	DIVISION 1								
1	GENERAL CONDITIONS	55,401.87	55,401.87	0.00	0.00	55,401.87	100.00%	0.00	0.00
2	CONTRACTOR FEE	52,493.05	52,493.05	0.00	0.00	52,493.05	100.00%	0.00	0.00
3	BONDS AND INSURANCE	16,374.38	16,374.38	0.00	0.00	16,374.38	100.00%	0.00	0.00
4	STORAGE AND DUMPSTERS	21,452.00	21,452.00	0.00	0.00	21,452.00	100.00%	0.00	0.00
5	SITE & EQUIPMENT CLEANING	13,848.00	13,848.00	0.00	0.00	13,848.00	100.00%	0.00	0.00
	EXISTING CONDITIONS								
	DIVISION 2								
6	DEMOLITION	39,276.00	39,276.00	0.00	0.00	39,276.00	100.00%	0.00	0.00
	FINISHES								
	DIVISION 09								
7	RESINOUS FLOORING	257,544.00	257,544.00	0.00	0.00	257,544.00	100.00%	0.00	0.00
	EQUIPMENT								
	DIVISION 11								
8	EQUIPMENT DISCONNECT & REMOVAL	19,100.00	19,100.00	0.00	0.00	19,100.00	100.00%	0.00	0.00
9	EQUIPMENT SET-IN & RECONNECT	23,740.00	23,740.00	0.00	0.00	23,740.00	100.00%	0.00	0.00
	PLUMBING								
	DIVISION 22								
10	PLUMBING	19,989.00	19,989.00	0.00	0.00	19,989.00	100.00%	0.00	0.00
	ELECTRICAL								
	DIVISION 26								
11	ELECTRICAL	5,740.00	5,740.00	0.00	0.00	5,740.00	100.00%	0.00	0.00
	<<SUBTOTAL>>	**524,958.30**	**524,958.30**	**0.00**	**0.00**	**524,958.30**	**100.00%**	**0.00**	0.00
	CHANGE ORDERS								
1	Elec-Alt / Alum. Wall Panels in Freeze	19,348.00	0.00	19,348.00	0.00	19,348.00	100.00%	0.00	0.00
2		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
3		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
4		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	<<SUBTOTAL>>	**544,306.30**	**524,958.30**	**19,348.00**	**0.00**	**544,306.30**	**100.00%**	**0.00**	**0.00**

CONTRACT AWARD

CONTRACT FOR: Jail Facility Kitchen Floor Replacement

THIS CONTRACT IS ENTERED INTO BETWEEN GALVESTON COUNTY TEXAS AND THE CONTRACTOR NAMED BELOW PURSUANT TO THE REFERENCED INVITATION TO BID.

Bid No: **RFP #24-026**

Contractor: Construction LTD

The Specifications and Drawings are enumerated as follows:

Specifications and Drawings: **As described in and attached to the RFP and Addenda**

Special Items: **4.10 Rest Room and Field Office not required. No liquidated damages under 5.03.**

ADDENDA: 1

The Request for Proposal, General Provisions, Special Provisions, all forms required to be submitted with the Contractor's Bid, Galveston County Standard Agreement for Building Construction and Related Work, Contractor's Proposal, Wage Rates, Affidavit and Surety Forms, Bonds, Addenda, Specifications and Plans and Drawings attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract. True and correct copies of the Addenda listed above, which are incorporated fully herein as if they were physically attached, are kept in the records of the office of the Galveston County Purchasing Agent, and Contractor acknowledges receipt of the same. Contractor shall furnish all materials, perform all of the work required to be done and do everything else required by these documents.

Time of Completion: The Contractor shall complete the work within **21** 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 Contract.

The Contract Sum: The County shall pay the Contractor for performance of the Contract, the sum of **Five Hundred Twenty-Four Thousand Nine Hundred and Fifty-Eight** Dollars and **30**/100 **($524,958.30)**, payments to be made as described herein.

Performance Bond required: (X) yes ( ) no
Payment Bond required: (X) yes ( ) no

EXECUTED this 23rd day of December, 2024.

GALVESTON COUNTY, Texas

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight D. Sullivan, Galveston County Clerk

CONTRACTOR

Construction LTD

BY: Tim Dixon Digitally signed by Tim Dixon Date: 2024.12.17 13:56:55 -06'00'

Tim Dixon
President

GALVESTON COUNTY
STANDARD AGREEMENT
FOR BUILDING CONSTRUCTION AND RELATED WORK

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END

SECTION 1. DEFINITION OF TERMS

1.01 Definitions. Whenever in this Standard Agreement and in the other Contract Documents, the following terms are used, the intent and meaning shall be interpreted as listed below:

1.02 Addendum. A document issued before receipt of Bids to clarify, revise, add to, or delete from original Bidding Documents, conditions of the Contract, Drawings, Specifications or previous Addenda.

1.03 Agreement. Written accord between the County and the Contractor covering the Work as described in the Contract Documents.

1.04 Bid. The written offer to Galveston County made on the prescribed form by the Bidder to furnish the materials or equipment and/or to perform the Work or services proposed.

1.05 Bid Security. The Bid Bond, cashier's check, certified check or other deposit designated in the Specifications to be made by the Bidder, which is to accompany the Bid as a guaranty of good faith to enter into a written Contract.

1.06 Bidder. Any individual, firm, joint venture, partnership, corporation or other legal entity submitting a Bid.

1.07 Bidding Documents. Instructions to Bidders, Bid form and any Addenda issued by the County to assist Bidders with Bid preparation; used in conjunction with the Contract Documents.

1.08 Bonds. Instruments of Security furnished by the Contractor and its Surety, as required by the Contract Documents, including Bid, Performance, Payment and special Bonds.

1.09 Change Order. A document added after the Contract execution to revise, add to, or delete from the Work and to adjust the Contract sum or Contract time. To be effective, a Change Order must be executed by the Commissioners Court.

1.10 Commissioners Court. The Commissioners Court of Galveston County, Texas.

1.11 Contract. The standard form, consisting of the Bid to Commissioners Court executed by the Contractor and acceptance by the County executed by the County Judge or other named person pursuant to authority granted by Commissioners Court, that binds the County and the Contractor covering the performance of Work or services or the furnishing of materials, supplies, or equipment as proposed. The

Contract shall include the Bid, Drawings, Specifications, general and special provisions, this Standard Agreement, and any and all supplements thereto.

1.12 Contract Documents. The Contract, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice to Proceed), the Bonds, this Standard Agreement, Supplementary Conditions, the Specifications and Drawings, and the Notice to Proceed, together with all amendments, modifications, and supplements issued pursuant to paragraph 5.06 of the Standard Agreement after Contract Time commences.

1.13 Contract Time. The number of calendar days (computed as provided in paragraph 5.03 of the Standard Agreement) or the date stated in the Contract for the completion of the work.

1.14 Contractor. The individual, firm, joint venture, partnership, corporation or other legal entity with whom a Contract is entered into with the County.

1.15 County. Galveston County, Texas.

1.16 County Auditor. County Auditor of Galveston County, Texas.

1.17 County Judge. County Judge of Galveston County, Texas.

1.18 Drawings. The Drawings are the graphic and pictorial portions of the Contract Documents officially approved by Galveston County, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.19 Payment Bond. A Surety Bond in the amount of the Contract, solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in the Contract.

1.20 Performance Bond. A Surety Bond in the amount of the Contract conditioned upon the faithful performance of the Work in accordance with the Drawings, Specifications and Contract Documents. Said Bond is solely for the protection of the County.

1.21 Project Manual. The documents containing, but not limited to, Bidding Documents, Contract Documents, all Specifications, special provisions and this Standard Agreement.

1.22 Purchasing Agent. The Purchasing Agent of Galveston County, Texas.

1.23 Representative. The person designated by the County to provide oversight on behalf of the County. If the County has hired an outside architect or engineer for this project, that architect or engineer is the County's Representative. In the absence of an outside architect or engineer, the Director of Facilities or any other person designated in writing by the Commissioners Court is the Representative. Otherwise, any person designated in writing by the County Judge is the Representative.

1.24 Sample. A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

1.25 Shop Drawings. Original Drawings prepared by the Contractor, supplier or distributor which illustrate some portion of the Work and which shows fabrication, layout, setting, or erection details.

1.26 Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.27 Subcontractor. An individual, firm, joint venture, partnership, corporation or other legal entity having a contract with the Contractor or with any Subcontractor for performing a part of the Work.

1.28 Surety. The legal entity which executes the Performance Bond, Payment Bond or Bid Bond, or guarantees the performance of the Bidder or Contractor.

1.29 Work. The entire completed construction or the various separately identifiable parts thereof required to be finished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

SECTION 2. BIDDING AND AWARD

2.01 Intent of Drawings and Specifications. The intent of these Drawings and Specifications is to prescribe definite Work or services to be undertaken, or materials, supplies, or equipment to be furnished by the Bidder if awarded the Contract. The Contract is to be carried out under the observation of the Representative unless otherwise indicated.

In the case of a construction project, the successful Bidder or Contractor shall perform all earthwork, build all structures and incidental construction, and perform extra Work, if necessary, all in accordance with the lines, grades, typical cross-sections, details and dimensions shown on the Drawings and Specifications. The

Contractor shall furnish, unless otherwise provided in the special provisions or in the Contract, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Contract.

Where the Contractor is to furnish only material, supplies, or equipment, the intent is to prescribe the qualifications, quantity, rate of delivery and location of delivery point or points.

2.02 Interpretation of Drawings and Specifications. Drawings and Specifications provide graphic and written descriptions of the character and scope of the Work. Modifications in the form of Addenda or Change Orders become an integral part of the Drawings and Specifications.

The Contract Documents are complementary; what is required by any one will be binding as if required by all. The Contract Documents are intended to describe the Work. Any Work not described will not be supplied unless reasonably inferred from Contract Documents.

Drawings and Specifications are considered inseparable documents. The Contractor must rely on both documents and must perform the Work according to combined intent.

Organization of Drawings and Specifications does not imply any control over the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade.

Words which have well known technical or trade meanings have those meanings in relation to materials or Work described in the Contract Documents. Where materials or equipment are specified by a trade or brand name, the intention is not to discriminate against an equal product of another manufacturer, but rather to set a definitive standard of quality or performance. The Representative will be the judge of equivalency. Any substitution of equivalent materials or equipment must be approved in writing by the Representative. The Representative may require a specifically designated material, equipment or process.

Materials specified by reference to other documents, such as Federal Specifications or other recognized standards, must be provided as described in the latest document in effect on the date Bids are received. Where more than one reference is made for a single material, the material may be furnished according to any one of the referred Specifications, at the Contractor's option.

Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved Samples. All materials

furnished shall be new and free from defects and in accordance with the Specifications applying thereto.

Only Drawing dimensions or dimensions calculated from them will be used by the Contractor. Where the Work is affected by finish dimensions, the Contractor will determine and be responsible for those dimensions. On all Drawings, the figured dimensions shall govern in case of a discrepancy between the figured and scaled dimensions.

The Contractor shall take no advantage of any errors or omissions in the Drawings or Specifications. In the event of a conflict between the Drawings and the Specifications, the Specifications shall control.

2.03 Reference Specifications. When Reference is made in these Specifications to the Specifications of other agencies, organizations or departments, such Reference is made for expediency and standardization, and such Specifications referred to are hereby made a part of these Specifications.

2.04 Special Provisions. Should any construction, Work or condition which is not covered by standard Specifications be anticipated on any proposed work, special provisions for such Work will be attached to, and shall be considered a part of, the Specifications. Should any special provisions conflict with the standard Specifications, the special provisions shall govern.

2.05 Examination of Drawings, Specifications, Special Provisions and Site of Work. When a Bid is submitted, it will be presumed that the Bidder has visited and carefully examined the site of the Work and has made a complete study of the Drawings, Specifications, the Standard Agreement, special provisions and the form of the Contract to be entered into. Information concerning soil boring and water elevations taken on the project site, if available, will be furnished upon request. This information is offered to the Bidder for information purposes only and the County will not be responsible for the information contained therein. This provision is not intended to limit any liability which a third party other than an employee or officer of the County may have to the Contractor.

In the event the Contract covers materials, supplies or equipment, the Contractor is presumed to fully understand the requirements of the County.

If the Contractor encounters conditions or discrepancies differing materially between actual conditions and (1) subsurface or otherwise concealed physical conditions indicated in the Contract Documents or (2) concealed physical conditions of an unusual nature, which are ordinarily anticipated in the construction industry, the Contractor must notify the Representative, document the conditions clearly, and not disturb the conditions in question until the Representative observes and

documents the conditions or discrepancies and provides a written instruction to proceed. The Representative shall make a recommendation to the Commissioners Court as to whether a Change Order with an adjustment to the contract price and/or Contract Time is justified. The Contractor may provide the Representative with a response to the recommendation. The Representative shall submit the recommendation and response to Commissioners Court for consideration, and the Commissioners Court's decision shall be final.

2.06 Measurement of Quantities. All Work completed and materials furnished under the Contract on a unit price Bid shall be measured by the Representative according to United States standard measures, unless otherwise agreed upon in writing. Where applicable, the Contractor shall furnish the County with dray tickets with each load of materials. As a minimum, the tickets shall indicate gross, tare and net weights for each load, and the location of delivery.

2.07 Bid Quantities. On other than lump sum Bid items, the quantities listed on the Bid form are approximate and are to be used only for the comparison of Bids and the preparation of the Contract. Payment on other than lump sum Bid items will be based on the unit price Bid and the actual quantities of materials furnished or Work accomplished.

2.08 Bid. The unit prices Bid on any items shall govern. The unit prices written in words govern over the unit prices written in figures, and errors of extension will be corrected.

2.09 Addenda. The Contractor is responsible for verifying and obtaining all Addenda related to this work.

2.10 Form of Bid and Signature. The Bidder shall state in words and in figures the unit prices or the specific sums, as the case may be, for which it proposes to furnish the material, supplies or equipment or to perform the Work or services required by the Drawings and Specifications.

2.11 Tax Exemptions. The Bidder obligates himself, if awarded the Contract, to use reasonable diligence to obtain for the County any and all exemptions from State or Federal excise or other tax and if required to pay such taxes or if such taxes are paid, to assist the County in any necessary way to obtain refund of such taxes so paid and to execute any required documents necessary to obtain refunds or to assert such exemptions.

2.12 Competency of Bidders. Each Bidder must be capable of performing the various items of Work or services or of furnishing the various items of materials, supplies, or equipment Bid upon.

2.13 Material Guarantee. Before any Contract is Awarded, or before a Notice to Proceed is issued, the Bidder may be required to furnish a complete statement of the names and addresses of suppliers or of the origin, composition and manufacture of any or all materials to be used in the performance of its Bid, together with Samples which may be subjected to the tests provided for in the Specifications to determine their quality and fitness.

2.14 Bonds. The prescribed form of Performance Bond and Payment Bond are available to the Bidder and it is presumed that the Bidder is familiar with them. The Bidder to whom an Award is made shall, within ten (10) calendar days from the date of the Award, execute and deliver to the County any required Performance Bond and Payment Bond, all in the prescribed form. If the Bidder to whom the Award is made fails to furnish a required Performance Bond or Payment Bond as herein provided, the County may rescind its award and acceptance of Contractor's Bid and make an Award to the next lowest responsible Bidder who shall fulfill every stipulation embraced herein as if the first Award were made to it. If this should occur, the Bidder to whom the Award was first made shall at the option of the County, be required to pay to the County the difference between his Bid and that of the next lowest responsible Bidder up to the maximum amount provided in the Bid security for the project. A corporation to which an Award is made will be required to furnish evidence of the authority of the officers executing the Contract. The Performance Bond and the Payment Bond must be accompanied by a valid power of attorney or proper evidence as approved by the County, providing evidence that the person signing on behalf of the Surety is authorized to so act.

A firm or partnership to which an Award is made will be required to furnish evidence of the authority of the person executing the Bid satisfactory to the County. The Performance Bond and Payment Bond shall be on the forms prescribed by the County, for the full sum of the Contract and shall be executed by the Contractor and a surety company authorized to do business in Texas with an agency or home office in Texas. The Performance Bond and the Payment Bond must be accompanied by a valid power of attorney providing evidence that the person signing on behalf of the Surety is authorized to so act.

2.15 Notice to Proceed. Upon execution of the Contract, or later as required by the unique needs of the Work and upon mutual agreement, the County's Representative shall prepare and transmit to the Contractor a Notice to Proceed indicating a date the Contractor shall begin Work.

The time fixed for performance of Contract, (Contract Time) shall begin to run from the date fixed in the Notice to Proceed.

2.16 Warranty of Title. No material, supplies, or equipment to be installed or furnished under this Agreement shall be purchased subject to any chattel mortgage

or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good and clear title to all materials, supplies, and equipment installed or incorporated in the Work and upon completion of all Work, shall deliver the same together with all improvements and appurtenances constructed or placed by Contractor to the County free from any claims, liens, or charges. Neither Contractor nor any person, firm, or corporation furnishing any material or labor for any Work shall have any right to a lien upon any improvement, appurtenance, component, or property of the County whatsoever. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due to the Contractor in the hands of the County. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal contract is entered into for such materials.

SECTION 3. INSURANCE

3.01 INDEMNIFICATION. THE CONTRACTOR SHALL SAVE HARMLESS THE COUNTY, ITS OFFICIALS, EMPLOYEES AND REPRESENTATIVES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY MAY SUFFER DIRECTLY OR INDIRECTLY AS A RESULT OF THE CONTRACTOR'S NON-PERFORMANCE OF THE CONTRACT, INCLUDING ANY DEGREE OF MIXED NEGLIGENCE OR FAULT OF THE COUNTY. CONTRACTOR SHALL ALSO SAVE HARMLESS AND INDEMNIFY THE COUNTY AND ALL ITS REPRESENTATIVES FROM ALL DAMAGES, EXPENSES, SUITS, ACTIONS AND CLAIMS OF EVERY KIND AND CHARACTER WHATSOEVER WHICH THE COUNTY MAY SUFFER DIRECTLY OR INDIRECTLY DUE TO ANY BANKRUPTCY, STATE OR FEDERAL TAX LEVIES OR LIENS, OTHER LEGAL PROCEEDINGS OR OTHER MATTERS, SIMILAR OR DISSIMILAR, AFFECTING THE CONTRACTOR, IN WHICH THE COUNTY MAY BECOME IN ANY WAY INVOLVED, WHETHER RELATED TO THE CONTRACT AND/OR THE CONTRACTOR'S PERFORMANCE OR NON-PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY DEGREE OF MIXED NEGLIGENCE OR FAULT OF THE COUNTY.

3.02 Insurance. Prior to commencing any work, but no later than ten working days after award of contract, the Contractor shall submit or cause to be submitted any and all Certificate(s) of Insurance, showing that the Contractor has the required insurance, to the County's Representative. Failure to timely comply may cause this Contract to be rescinded and/or cancelled. Such insurance is to be provided at the sole cost of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

***NOTE: See Item "D" Workers' Compensation prior to award of Contract**

The Contractor shall be the "Named Insured" on ALL policies. At all times during the term of this contract, the Contractor shall maintain insurance coverage of the type and in the amounts which are not less than the minimum amounts shown. These requirements do not establish limits of the Contractor's liability. No policies shall be cancelled or lapsed on account of any partial occupancy or substantial completion.

All insurance coverage shall be written by companies holding a Certificate of Authority from the Texas State Board of Insurance, have a Best Financial rating of at least "A" or better and being otherwise acceptable to the County. In the event that coverage is not procurable, after diligent effort has been made to do so, from among the insurers licensed to transact and actually write the type and class of insurance in the State of Texas, the County may consider "Surplus Lines Insurance" pursuant to the Texas Insurance Code Ann. § 981.

ENDORSEMENTS

1. The County must be "Additional Insured" on the commercial general liability and business automobile liability (with Contractor's insurance policy as primary).

2. All policies shall waive all rights of subrogation against the County, its officers, employees and agents.

3. All policies shall provide that a thirty (30) day written notice shall be submitted to the County's Representative, in the event of cancellation or material change. If the coverage period shown on the Contractor's current certificate ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate with the County showing that coverage has been extended.

** All certificates must contain the Work description and all of the above endorsements.

MINIMUM REQUIREMENTS

Insurance Coverage	Limits of Liability
A. **Commercial General Liability**, occurrence form, including coverage for bodily injury, personal injury, and property damage, Independent Contractor's Liability, Premises and Operation, Products Liability, Products-Completed Operations, Contractual Lability, and, if applicable to the project, coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, and asbestos	$1,000,000 each occurrence $2,000,000 aggregate
B. **Business Automobile Liability**, including hired and non-owned coverages	$1,000,000 each occurrence
C. **Builder's Risk** (building construction only) all risk	100% of the dollar value of the Contract
D. **Workers' Compensation**	Statutory Limits

In regard to Workers' Compensation Coverage, the following special requirements shall apply:

1. Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Work.

   Duration of the Work – includes the time from the beginning of the Work on the project until the Contractor's Work on the project has been completed and accepted by the County.

Persons providing services on the project ("Subcontractor" Texas Labor Code in section 406.121) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the Work.

3. The Contractor must provide a certificate of coverage to the County prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the County showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the County:

    a. a certificate of coverage, prior to that person beginning Work on the project, so the County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

    b. no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Work and for one year thereafter.

7. The Contractor shall notify the County in writing by certified mail or personal delivery, within 10 days after the Contractor knows or should know, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage. (This notice must be printed with a title in at least 30-point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population.)

REQUIRED WORKERS COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Division of Workers' Compensation at 1-800-252-7031 or access the division's website at www.tdi.texas.gov/wc/indexwc.html to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

    a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

    b. provide to the Contractor, prior to that person beginning Work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

c. provide to the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

d. obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning Work on the project; and

ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

f. notify the County in writing by certified mail or personal delivery, within 10 days after the person knows or should know, of any change that materially affects the provision of coverage of any person providing services on the project; and

g. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the County that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the County to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the County.

SECTION 4. REGULATORY REQUIREMENTS

4.01 LAWS TO BE OBSERVED. THE CONTRACTOR IS ASSUMED TO BE FAMILIAR WITH AND AT ALL TIMES SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, COUNTY AND CITY LAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THE WORK, AND SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF, OR FAILURE TO COMPLY WITH ANY SUCH LAWS, ORDINANCES, OR REGULATIONS, BY THE CONTRACTOR OR ITS EMPLOYEES.

4.02 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

4.03 Barricades, Warning Lights and Signs on Projects Involving Public Roads. Unless provided otherwise in the Contract Documents, the Contractor is solely responsible for furnishing, erecting and maintaining, suitable barricades, warning signs, flares, barriers, cones, lights, flags, signals, flagmen and other traffic control devices as are or may be necessary to adequately protect the Work and shall warn, advise and safeguard the public over the entire project, including, but not limited to, sections of the project which the Contractor closes to traffic.

The Contractor's responsibility in this regard extends for the entire duration of the Work, from the start of construction until acceptance by the County. All barricades, signs and other types of devices necessary for traffic control and to protect the Work shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices".

4.04 Sanitary Provisions. The Contractor shall provide and maintain in a neat, sanitary condition, such accommodations for the use of its employees as may be necessary to comply with the requirements of any Federal, State, County or City laws, ordinances or regulations.

4.05 Safety and Health Standards. The Contractor shall observe and comply with all safety and health standards and to all legislation and amendments enacted for the safety and health of Contractor's employees. Such safety and health standards shall apply to all Subcontractors, and the Contractor shall be responsible for initiating, maintaining, supervising and inspecting safety programs, safety systems and safety precautions, including, but not limited to, trench safety requirements, in connection with the Work.

4.06 Environmental Protection. The Contractor shall be responsible for compliance with all applicable environmental protection requirements, codes, regulations, laws and ordinances.

The Contractor shall recognize the environmental requirements of the project. Disturbed areas shall be strictly limited to boundaries established by the County's Representative. Particular attention is drawn to the avoidance of any pollution of any "on-site" streams, sewers, wells or other water sources.

Contractor shall prevent erosion of soil and excess runoff of surface or subsurface water from the construction site during the construction period. To retain existing drainage patterns external to the construction site, the Contractor shall construct temporary ground cover as needed to control conditions. The Contractor shall legally dispose of all solid waste materials and other materials to be removed from the site by transporting to disposal areas that are approved by State and local authorities. No burning shall be permitted unless otherwise noted. All Work shall be performed in such a manner as may be required to avoid pollution of the air by dust or other contaminants. The Contractor shall control excessive noise at the job site.

4.07 Cultural Artifacts. The Contractor shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Contractor shall immediately notify the Representative, and the site and the material shall be protected by the Contractor from further disturbance until a professional examination of them can be made, or until clearance to proceed is authorized by the Representative.

4.08 Use of Explosives. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the utmost care not to endanger life or property. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "Dangerous", "Explosives" and shall be in the care of competent watchmen. The Contractor shall be solely responsible for damage caused by explosives.

4.09 Project Signs. When required, the Contractor shall provide, install and maintain a project sign at the construction site. The borders and block style letters will be black, while the sign background and other exposed surfaces shall be white. Inscriptions shall include the name of the project, County officials, County's Representative, and Contractors as shown on the Drawings.

4.10 Rest Room and Field Office. When required by the County's Representative, the Contractor shall provide and maintain at its own expense an office and a rest room for the exclusive use of the Representative and the Representative's staff for all projects over one hundred (100) calendar days in duration. The office will be

approximately 200 square feet in size, mounted on skids, wheels or other approved mobility with 7 feet minimum ceiling height and shall be of weather-tight construction. The inside walls of the office shall be lined with paneling or other material approved by the Representative, and the office shall have no fewer than six double-hung windows, a door with hasp for padlock and a floor a minimum of 8 inches above the ground covered in tile or other material approved by the Representative. The office shall have a closet at least 3 feet wide, l-1/2 feet deep and 7 feet in height, a sloped top stand-up height table and stool, a desk, 3 chairs, and a lockable two-drawer legal size file cabinet. The Contractor shall also provide two racks for holding Drawings and an office sign 24" X 36", painted as directed by the Representative. All exterior openings shall be screened. The rest room and field office shall be complete and ready for use on or before the first day construction begins. The rest room and field office shall be placed at a location satisfactory to the Representative. The office shall be wired and furnished with electricity, shall be air-conditioned, heated and shall have WiFi and/or wireless internet service and contain a working telephone with a separate line and an outside bell for the exclusive use of the Representative and Representative's staff.

The Contractor and Subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located as to cause no interference to any Work to be performed on the site nor the County's operations. The Representative must approve of the locations.

These buildings, and the items furnished with the buildings, shall remain the Contractor's property, and all such temporary facilities shall be removed by the Contractor at the end of the project, leaving the site of the Work in the condition required by the Contract. No direct payment will be made for these structures or the furnishings.

SECTION 5. PROSECUTION OF THE WORK

5.01 Prosecution of Work. The Contractor shall notify the Representative at least twenty-four (24) hours before beginning Work. The Contractor shall start the Work at any part of the project designated by the Representative and shall prosecute the Work at as many different points as the Representative shall direct.

5.02 Construction Schedule. For all Work of one million to five million dollars, the Contractor will submit a detailed construction schedule within seven days of Notice to Proceed. The schedule will be a bar type schedule and shall be of sufficient detail to show construction sequence, proposed start dates and estimated completion dates for major parts of the Work. Projects over five million dollars require the Contractor to provide a computer based critical path method schedule to the satisfaction of the Representative within thirty (30) days from Notice to Proceed.

5.03 Time of Completion. Time is of the essence of this Contract. If the Contractor fails to acceptably complete the Contractor's undertaking to the County within the time specified in its Bid and Contract, the County will be damaged. The exact amount of damage is, and will be, difficult of exact ascertainment. Such damages shall be at the rate, or the amount hereinafter fixed. The Contractor specially binds and obligates himself to pay such damages to the County on demand, or at the County's option the County may withhold the amount thereof from any sums due the Contractor under this Contract.

The County's Representative shall record on forms furnished by the County the time worked each calendar day, if any, by the Contractor. When requested by the County's Representative, such records or reports shall be signed by the Contractor or the Contractor's Representative and the Contractor shall be entitled to a copy thereof. Failure of the Contractor to sign or to receive a copy shall not affect the result of the findings made in such reports. One copy of such report shall be filed daily with the County's Representative. Work shall begin on the date fixed in the Notice to Proceed. The Work will be completed and ready for Final Payment in accordance with paragraph 6.04 of the Standard Agreement within _____ calendar days after the date when the Contract Time commences to run. The County will suffer financial loss if the Work is not completed within the time specified herein, plus any extension thereof allowed in accordance with paragraph 5.06 of the Standard Agreement. The County and the Contractor recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the County if the Work is not complete on time. Accordingly, instead of requiring any such proof, the County and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the County _____ ($_____) for each day that expires after the time specified herein for completion until the Work is complete. In case full payment for the Work shall have been made, the County shall have the right to recover from the Contractor and the Contractor's Surety the amount of such liquidated damages as determined under this Contract.

If the Work is delayed or impeded at any time by (1) the act or omissions of the County or the Representative; (2) changes in the work; (3) other causes not reasonably foreseeable by the parties at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor, including without limitation: acts of God, fire, epidemic, quarantine, blockade, war, strikes, or embargoes; or (4) any other cause which the Contractor and Representative agree justifies an extension of Contract Time, then the Contractor's sole and exclusive remedy is an extension of Contract Time. To obtain the extension of Contract Time, the Contractor must promptly notify the Representative within 10 days of the onset of the delay. Upon receipt of notice, the Representative shall ascertain the facts and the cause and extent of the delay. The Representative has the authority to grant an extension of Contract Time under this paragraph.

COMPUTATION OF CONTRACT TIME – When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last date of any such period falls on a Saturday and Sunday or on a day made a legal holiday by Commissioners Court, such day will be omitted from the computation.

The specified number of calendar days in which the Work is to be completed pursuant to the Contract are consecutive Gregorian calendar days inclusive of Saturdays, Sundays, and all legal holidays. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

Contract Time includes _____ calendar days to accommodate inclement weather. If the number of inclement weather days exceeds 110% of the above-mentioned number of calendar days to accommodate inclement weather, the Contractor may make a written application to the Representative for, and receive, an extension of the Contract Time, for such number of days that the inclement weather days exceeds 100% of the above mentioned number of calendar days to accommodate inclement weather. After receipt of such application, the Representative shall make a determination as to which days, if any, during the Contract Time are inclement weather days, and the Representative's decision shall be final. The Contractor shall be entitled to an extension of the Contract Time equal to such excess as determined by the Representative. The term "inclement weather day", as used herein, means a day in which weather or wet soil does not permit the performance of the Work for a continuous period of not less than seven hours between the hours of 7 a.m. and 6 p.m.

5.04 Abandonment of Work or Default of Contractor. If the Contractor fails to begin the Work within the time specified; or fails to make deliveries or to provide sufficient workmen and equipment or sufficient materials to insure the prompt completion; or performs the Contract unsuitably; or neglects or refuses to remove materials or perform anew such Work as shall have been rejected as defective or unsuitable; or discontinues the prosecution of the Work; or becomes insolvent or is declared bankrupt; or commits any act of bankruptcy or insolvency; or allows any final judgment to stand against the Contractor unsatisfied for a period of forty-eight (48) hours or longer; or makes an assignment for the benefit of creditors; or fails to comply with any of the conditions of the Contract to such an extent that the Contract is forfeited or abandoned by the Contractor, or declared abandoned or suspended by the County; or if the Contractor for any other cause whatsoever shall not carry on the Work or perform the Contract in an acceptable manner, then and in that event, the Surety on the Contractor's Performance Bond shall have the right and privilege, within seven (7) calendar days after the date of notice of such action from the County, to assume control of the Contract and all Work thereunder and to sublet or complete the Work in strict conformity with the provisions of said Contract. Failure of the Surety to do so within said seven (7) calendar days will result in an immediate forfeiture of all right to thereafter assume control of the Contract and the Work

thereunder, in which event the County shall have the right to take the prosecution of the Work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an Agreement for the completion of the Contract according to the terms and provisions thereof or use such other methods as in the Representative's opinion may be required or desirable for the completion of the Contract in an acceptable manner. All costs and charges incurred by the County, together with the costs of completing the Work, shall be deducted from any money due or which may become due said Contractor. In the event the cost and expense so incurred by the County is less than the sum which would have been payable under the Contract if it had been completed by said Contractor, then the said Contractor and/or Surety shall be entitled to receive the difference. In the event such cost shall exceed the amount which would have been payable under the Contract, then the Contractor and Surety shall be liable and shall pay to the County the amount of said excess.

5.05 Termination for Convenience of the County. The County may terminate this Agreement at any time by notice in writing to the Contractor. Upon receipt of such notice, the Contractor shall stop all work. Within ninety (90) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the Work performed under this Agreement to the date of termination. The County shall then pay the Contractor that proportion of the Contract price which the Work actually performed under this Agreement bears to the total Work called for under this Agreement, less such payments as have been previously made. The County suggests that the Contractor have a similar termination provision in all its contracts inasmuch as the County will not compensate the Contractor for loss of profits or any other damage resulting from such termination.

5.06 Change Orders. The County may make changes in the scope of Work required to be performed by the Contractor under the Agreement via Change Orders without relieving or releasing the Contractor from any obligations under the Agreement or any guarantee given by the Contractor pursuant to the Contract Documents, and without affecting the validity of the Bonds, and without relieving or releasing the Surety of said Bonds. All such Work shall be performed under the terms of the original Contract unless a Change Order expressly provides otherwise.

Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the Work, materials used, the specified manner of constructing and/or installing the improvements, nor supply additional labor, services, or materials beyond that actually required for the execution of the Contract as originally agreed unless pursuant to a written Change Order authorizing the Contractor to proceed with the change. No claim for additional compensation will be valid unless pursuant to a written Change Order.

The net value of all changes does not increase the original total amount of the Agreement by more than twenty-five percent (25%) or decrease the original total amount by more than eighteen percent (18%). In the case of a unit price contract, unit prices specified in the Contract shall govern the Change Order.

Each Change Order shall include:

1. A detailed description of the change in the work.
2. The Contractor's proposal (if any).
3. A definite statement as to the resulting change in the Contractor's compensation and/or Contract Time.
4. The statement that all work involved in the Change Order shall be performed in accordance with the Contract except as modified by the Change Order.

5.07 Subcontracting. Within ten days after Contract award, the Contractor is required to furnish a list of Subcontractors proposed for principal portions of the Work. Subcontractors will not be replaced by the Contractor without notice to the County.

Nothing contained in the Contract Documents will create any contractual relation between the County or the Representative and any Subcontractor.

The Contractor shall promptly make payments to all persons supplying labor and materials or furnishing any equipment in the execution of the Contract. Neither the County nor the Representative has any obligation to pay, or see to the payment of, any monies to any Subcontractor except as may otherwise be required by law.

No Subcontractor shall, under any circumstances, relieve the Contractor of the Contractor's liabilities and obligations under this Contract, should such Subcontractor fail to perform the Work undertaken by it in a satisfactory manner. The Contractor shall be fully responsible to the County for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by them.

If County notifies Contractor that this Agreement will be funded in whole or in part by federal funds, the Contractor shall not execute any agreement with any Subcontractor or permit any Subcontractor to perform any work included in this contract until Contractor has verified the Subcontractor as eligible to participate in federally funded contracts.

5.08 Character of Workmen and Equipment. Any foreman or workman employed by the Contractor or by any Subcontractor who, in the opinion of the County's Representative, does not perform their Work in a proper and skillful manner or is disrespectful, intemperate, disorderly or otherwise objectionable, shall at the written request of the Representative, be forthwith removed from the job site by the

Contractor or any Subcontractor employing such foreman or workman and shall not be employed again on any portion of the Work without the prior written consent of the Representative. Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient machinery, equipment or force for the proper prosecution of the Work, the Representative may withhold all estimates which are, or may become, due, or may suspend the Work until such workmen, engaged on special Work or skilled Work, shall be replaced by persons having sufficient experience in such Work to properly and satisfactorily perform it and operate the equipment involved, and shall perform the Work in the manner prescribed in these Specifications.

5.09 PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. THE CONTRACTOR SHALL INDEMNIFY AND SAVE THE COUNTY HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE CONTRACT. WHEN SO DESIRED BY THE COUNTY, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

5.10 Authority of Representative. The Work shall be done under the direct observation of the Representative and to the Representative's satisfaction. The Representative shall decide any and all questions which may arise as to the quality or acceptability of materials furnished, Work performed, and rate of progress of the Work, and shall decide all questions which may arise as to the interpretation of the Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Representative's decisions under this provision shall be final and binding on both parties hereto.

5.11 Cooperation of Contractor. The Contractor shall give the Work constant attention to facilitate the progress thereof and shall cooperate with the Representative in every way possible. The Contractor shall have at all times, regardless of how much of the Work may be sublet, a competent and reliable English-speaking superintendent on the job site authorized to receive orders and to act for the Contractor.

The Contractor shall give the Representative full opportunity to inspect the Work at all stages, and where there has been any Work stoppages the Contractor shall give the Representative at least twenty-four (24) hours notice before resuming operations. Where any gas, water, or other utility installations will be affected by the

Work to be carried on by the Contractor, the Contractor must provide ample notice to the owners, operators or persons in charge so that the prosecution of the Work under this Contract is not delayed.

5.12 Contractor's Drawings. Supplementary Drawings, shop details, working Drawings and other data required by Contract Documents shall be furnished by the Contractor but shall not be used prior to approval. Authorized alterations will be endorsed by the Representative on approved Drawings or shown on supplementary sheets. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work. Working Drawings of concrete structures shall consist of such detailed Drawings as may reasonably be required for the successful prosecution of the Work and which are not included in the Drawings furnished by the Representative. It is expressly understood that the approval of the Representative of the Contractor's shop working Drawings is general, and such approval will not relieve the Contractor of any responsibility whatsoever. The Contractor shall furnish the Representative with such print copies of the working Drawings as may be required for approval and for construction purposes. The Contract price shall include the cost of furnishing all Shop Drawings, and the Contractor will be allowed no extra compensation for such Drawings.

5.13 Record Drawings. The Contractor shall maintain in a safe place at the site one i copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Record documents, together with all approved Samples and a counterpart of all approved Shop Drawings, will be available to Representative for reference. Upon completion of the Work, these Record documents, along with all Samples and Shop Drawings, must be delivered to the County's Representative.

5.14 Reference Points. The County shall provide engineering surveys to establish reference points for construction which in the Representative's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without prior written approval of the County. The Contractor shall report to the Representative whenever any reference point is lost or destroyed or requires relocations because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

5.15 Materials and Workmanship. The Contractor shall submit Samples or specimens of the materials to be furnished or used in the Work as the Representative may require. All materials must be of specified quality and equal to approved Samples,

and shall be stored so as to ensure the preservation of their quality and fitness for the Work.

All materials not conforming to the Specifications shall be considered defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the Work, unless otherwise permitted by the Representative. No rejected materials, the defects of which have been subsequently corrected, shall be used until approval has been given by the Representative. All Work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at the Contractor's own expense, and no compensation shall be allowed for such removal or replacement. Upon failure of the Contractor to forthwith comply with any order of the Representative made under the provisions of this article, the Representative shall have the authority to remove and replace defective material or Work and to deduct the cost of removal and replacement from any monies due, or to become due, the Contractor.

5.16 Patented Devices, Materials and Processes. If the Contractor uses any design, material, or process covered by letters, patent or copyright, the Contractor shall provide for such use with the patentee or owner. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY FROM ANY AND ALL CLAIMS FOR INFRINGEMENT.**

5.17 Inspection. The Representative shall be authorized to inspect all Work in progress, all Work completed, and all materials furnished. The Representative shall not be authorized to revoke, alter, enlarge, relax, or release any requirements of these Specifications. The Contractor shall also furnish the Representative a statement from the Subcontractor that the Subcontractor understands the Drawings and Specifications and is properly qualified to perform such Work. No Subcontract will in any way affect the terms of the Contract between the County and the Contractor or relieve the Contractor of any of its obligations thereunder.

The Representative shall at all times have access to all parts of the shop where material under this Contract is being manufactured. Material that does not conform to the Specifications, accepted through oversight or otherwise, may be rejected at any stage of the Work. The Contractor shall remove and rebuild at the Contractor's own expense any part of the project that has been improperly executed, even if it has been included in the monthly estimates. If the Contractor refuses or neglects to correct any defective work, it may be corrected by the County, at the Contractor's expense.

Whenever the Contractor is permitted or directed to do night work, or to vary the period during which the Work is carried on each day, the Contractor shall give the Representative due notice so that inspections may be performed. Such Work shall be done without extra compensation. The Contractor will furnish the Representative a schedule for this night work.

Should the Representative require it, the Contractor shall at any time during the construction of Work, make openings for inspection through any part of said Work to such extent as the Representative may direct, and the Contractor shall make the same good again to the satisfaction of the Representative. Should the Work, in the opinion of the Representative, be found to be faulty in any respect, all such faulty Work shall be replaced by the Contractor.

5.18 Material Testing. The County will assign a testing laboratory and will pay for testing and inspection directly, unless otherwise noted in the Specifications. Final testing and inspection may be made after the delivery of materials to the project site. Structural materials may be tested and inspected at points of origin. Should materials or construction not be in accordance with the Specifications when first tested, additional testing shall be required. If the materials or construction meets Specifications and passes the retest, the cost of the retest will be at the County's expense. If the retest does not meet Specifications and fails, the cost of the retest and all subsequent retests shall be at the Contractor's expense. Testing and retesting may be made at any time during the progress of the Work. It shall be the responsibility of the Contractor to notify the Representative in advance as to the time of individual concrete placements. This is necessary in order to schedule the laboratory without unduly delaying construction.

5.19 Contractor's Responsibility for Work. Until the acceptance of the Work by the Representative as evidenced in writing, the Work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good at the Contractor's own expense all injuries or damages to any portion of the Work before its completion and acceptance. The Contractor shall keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, the Contractor shall leave the site clean and ready for its use by the County.

5.20 Preservation and Restoration of Property. The Contractor shall be responsible for the preservation of the County's property adjacent to the project. When or where any direct or indirect damage is done to the County's, or adjacent, property by or on account of any act, omission, neglect or misconduct in the performance of the Work or in consequence of the non-performance thereof on the part of the Contractor, the Contractor shall restore, at the Contractor's own expense, such property to a condition equal to that existing before such damage was done by repairing, rebuilding or otherwise restoring same, or the Contractor will make good such damage in an manner acceptable to the Representative.

5.21 Emergencies. In emergencies affecting the safety or protection of persons, or the Work, or Property at the site, or adjacent thereto, the Contractor, without special instruction or authorization from the County or the Representative, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Representative prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby.

5.22 Public Utility Obstruction. When public utilities, such as poles, pipes, conduits, etc. must either be removed or adjusted to a new location on the site to make way for new construction, the Contractor shall cooperate with the public utility making the changes and shall use every precaution to protect their property.

5.23 Guarantee. The Contractor agrees to replace, without cost to the County, any Work found to be improper or defective and to make good all damage or other Work caused by such replacement. The guarantee period for the Work is one year from substantial completion of the project. Additional guarantees for specific items may also be required by the Specifications. The guarantees must be presented to, and approved by, the Representative before project acceptance and Final Payment is made.

The Contractor will supply the County with copies of all guarantees and warranties, which have been made to the Contractor by suppliers or Subcontractors, with an assignment of these guarantees and warranties to the County. Assignments will not relieve the Contractor of the Contractor's responsibility in the case of a supplier's or Subcontractor's failure to fulfill guarantee or warranty provisions. If the Contractor is prevented for any reason from making any such assignment to the County, the Contractor hereby gives the County permission to enforce any and all non-assignable guarantees and warranties in the Contractor's name, and the Contractor shall pass on to the County any benefits derived therein.

Neither final completion of the project, nor any provision in the Contract Documents relieves the Contractor of responsibility for faulty materials or workmanship during guarantee periods.

5.24 Substantial Completion. When the Contractor considers the entire Work ready for its intended use, the Contractor shall notify the County in writing that the entire Work is substantially complete (except for items specifically listed as incomplete) and request that the Representative issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Parties to the Contract shall make an inspection of the Work to determine the status of completion. If the Representative does not consider the Work substantially complete, he will notify the Contractor in writing giving the reasons therefore. If the Representative considers the Work substantially complete, he will prepare a certificate of Substantial Completion which shall fix the

date of Substantial Completion. There shall be attached to the certificate, a punch list of items to be completed or corrected before Final Payment. The Substantial Completion certificate will allow a reasonable period for the Contractor to complete the punch list items. Upon satisfactory completion of all punch list items the Contractor may apply for Final Payment.

5.25 Partial Utilization. Acceptance and use by the County, at the County's option, of any substantially completed part of the Work which (a) has specifically been identified in the Contract Documents, or (b) the County and the Contractor agree constitutes a separately functioning and usable part of the Work that can be used by the County for its intended purpose without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work.

SECTION 6. PAYMENT

6.01 Schedule of Values. Before the first Partial Payment the Contractor shall submit to the Representative a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Representative may require. The schedule must be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item. This schedule, unless objected to by the Representative, shall be used as a basis for reviewing the Contractor's payments.

6.02 Partial Payments. At the earliest possible date after the first day of each calendar month, the Representative will make a current estimate in writing of the materials in-place complete, and the amount of Work performed through the last day of the preceding calendar month, and the value thereof based on the Contract price, the value being hereinafter called the "Current Value of the Work". The Representative shall also, unless otherwise provided in the Contract Documents, determine the reasonable invoice cost of all materials and equipment for subsequent incorporation into the Work that have been delivered and suitably stored at the site (or, with advance approval by the Representative, stored off-site at an agreed location) but which remain unincorporated into the Work, such reasonable cost being hereinafter called the "Current Value of Stored Materials and Equipment". The Representative shall determine the number of elapsed calendar days during the performance of the Work, and the amount of any accrued liquidated damages. Within thirty (30) days after audit and approval of the Representative's determinations for each month by the County Auditor, the County shall pay to the Contractor an amount equal to 90% of both the approved Current Value of the Work and the approved Current Value of Stored Materials and Equipment, less the amount of all prior payments hereunder to the Contractor and less the amount of any accrued liquidated damages. Stored materials and equipment for which reimbursement has been received by the Contractor may not be removed from its place of storage without the

Representative's permission except for incorporation into the Work. The value of materials for which payment has been made while stored shall not be included in the Current Value of the Work. The 10% withheld from partial payments will be payable to the Contractor, subject to any adjustments made in accordance with this Agreement, at the time of final payment.

6.03 Adjusting Payment. If Change Orders diminish the amount of Work, any resulting decrease in the amount to be paid the Contractor pursuant to the Contract will not constitute the basis for a claim. If Change Orders increase the amount of Work, and the Work can be classified under Contract Documents, the Contract sum will be increased according to the Work actually done at established unit prices.

If the Representative deems it not expedient to require Contractor to correct portions of the Work which are not in conformity with the Contract Documents, Representative may reach a written agreement with Contractor to reduce the amount due to the Contractor for the nonconforming portions of the Work rather than requiring correction thereof.

6.04 Acceptance and Final Payment. The Representative shall, as soon as practicable after the completion of this Contract, make a Final Estimate of the amount due the Contractor under the provisions of the Contract and submit same to the Commissioners Court. Within thirty (30) days after approval by the Commissioners Court and the County Auditor, the County shall pay the Contractor the amount of the estimate or Final Estimate after deducting therefrom all previous payments and all amounts to be retained under the provisions of this Contract. All prior Partial Estimates and Payments shall be subject to correction in the Final Estimate and Payment. No estimate or payment except the Final Payment shall be evidence of performance by the Contractor. No payment by the County shall be construed to be an acceptance of any defective Work or improper materials, or a release from any claim for damages. The payment of the final amount due under the Contract, and the adjustment and payment of the bill rendered for any Work done in accordance with any alterations of the Contract by a Change Order, shall release the County and the Representative from any and all claims or liability on account of Work performed under the Contract or alterations thereof. The Contractor will examine the Final Estimate and if correct will certify under oath to the payment by the Contractor of all claims against the Contractor for labor, materials, and supplies furnished the Contractor by all persons and firms in the performance of the Contract.

6.05 Auditor's Certification of Funds. The laws governing the awarding of Contracts by the County require the approval of the County Auditor and the County Auditor certify that funds are, or will be, available for the payment of the obligations created thereunder before such Contracts become effective. Despite any provisions in the Specifications, the Drawings or the Contract to the contrary, no change or addition of any character in the Specifications, the Drawings or the Contract which will increase

the obligations of the County, or the amount to be paid by the County shall ever be binding on the County unless and until such changes or additions have been submitted to the County Auditor and the County Auditor certifies that funds are, or will be, available for the payment of such obligation.

GALVESTON COUNTY
MEDICAL EXAMINER

CONSTRUCTIONLTD

Statement of Qualifications

1825 Upland Drive | Houston, Texas 77043
713-984-9444 | cltd.net

TRANSMITTAL LETTER

Dear Members of the Selection Committee,

We are eager and excited about the opportunity to collaborate with Galveston County.

Construction LTD has been a consistent bidder of Galveston County, demonstrating our strong desire to work with you all.

Key Benefits for Galveston County:

1. Extensive Experience:

- A celebrated 40-year history.
- A proven record of successfully completing more than 50 municipal projects in Greater Houston.

2. Team Excellence:

- A robust team boasting an average industry experience of 25 years.
- Construction professionals who are long-term staff of Construction LTD.
- Previous success stories with nearby counties.

3. Commitment to Project Success:

- Construction LTD has **never** failed to complete a project.
- We achieve repeat clients from consistently successful first impression projects.
- Stringent quality control measures and inspections ensuring industry-standard compliance.

We have been a part of building Texas for over 40 years. As we look to the future, our focus is not *what* we will be building, but *who* we are building for. We *want* to build for Galveston County. We want to earn the right to be your general contractor for this project and demonstrate our desire to be of service!

Warm Regards,

Tim Dixon

President

PACIRA BIOSCIENCES

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RFP 24-026
Jail Facility Kitchen Floor Replacement

Exhibit I: Pricing

Total Bid

$ 524,958.30

Calendar days for completion 21 Days

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated	11/26/2024	Received	11/26/2024
Addendum No 2 dated		Received	
Addendum No 3 dated		Received	
Addendum No 3 dated		Received	

CONSTRUCTION LTD
Name of Respondent

Signature of Authorized Representative

TIM G DIXON
Printed Name of Representative

Cost

Scope of work

The construction duration is 3 weeks / 21 calendar days. This period includes plumbing/electrical equipment connections, demolition, resinous flooring installation, and relocation/storage of existing kitchen equipment.

Key activities include:

Mobilization and Demolition: Prep and protect work area. Selective demolition of existing tile floors and tile base with ride along battery powered floor remover. Removal of all existing thin set or glue to properly prep for new the flooring system.

Equipment Connections: Disconnect and reconnect plumbing and power of kitchen equipment. Installation of new gas connections. *All other connections will be reused for reinstallation.

Equipment Removal & Putback: Remove fixtures to temporary storage containers staged behind the jail in a secure lot. Wrap and protect all equipment. Set all fixtures back in place.

Urathane Flooring System: Installation of new Sikafloor Ucrete UD200SR 3/8" nominal flooring system. Floor includes 6" integral cove wall base with "J" cap trim and aluminum transition strips.

Cleaning: Initial cleaning of fixtures prior to removal. Final cleaning of fixtures and floors at job completion.

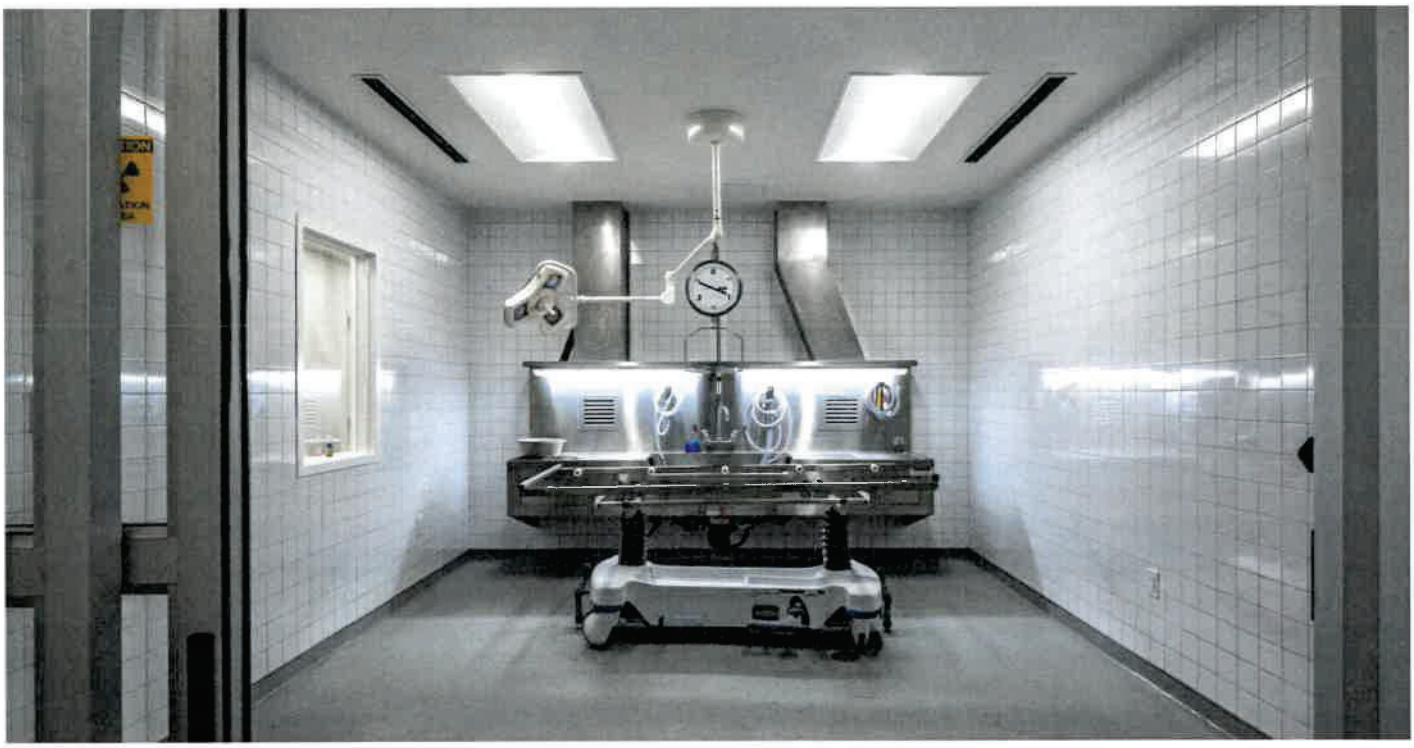
SUGAR LAND HANGAR

Cost

Qualifications

As this project is a short duration and expediency is a priority, it is essential that all parties agree on the scope of work to maintain the schedule.

- Fixtures will be re-installed AS IS. We have included replacing the gas connections only. Any existing damaged equipment will be noted and re-installed as is.
- If any floor drains require repair or adjustment, additional time must be accounted for on the construction schedule.
- No wall repairs, painting, or any other finishes outside of flooring are included.
- New flooring system is to be installed in the following 15 kitchen area rooms only: Kitchen, stairs and landing to the office (not including the office), back dining area, 2 restrooms, detergent storage, dry prep, dry storage, freezer and 2 coolers, locker room, and 2 restrooms per the floor plan included in Addendum 1.
- Slab testing will be required prior to installation of the Sika flooring system.
- Galveston County will remove all material and stored food from the work areas prior to the start of construction. Only kitchen fixtures are being removed and relocated by CLTD.
- Laborers will have full and complete access to work areas 24/7 with complete security from inmates.
- Dock and existing ramp to be utilized throughout the course of construction. Storage containers will be staged on site to store all kitchen equipment



GALVESTON COUNTY
MEDICAL EXAMINER

Proposed Product & Vendors

SIKA UCRETE

Proposed Flooring Product

Sika Ucrete UD 200 SR is a heavy-duty resin floor with very good resistance to aggressive chemicals, heavy impact and temperatures up to 302 °F. It is designed for use in commercial kitchens. The flooring system will be 3/8" thick.

Key Benefits of Ucrete Flooring

- **Durability -** Sika Ucrete UD200 SR is a heavy-duty polyurethane floor screed known for exceptional durability. It resists aggressive chemicals, heavy impact, and thermal shock, tolerating temperatures up to 150°C. It is impermeable to liquids and has mechanical resistance, making it ideal for industrial and hygienic environments.
- **Ease of Maintenance and Operation -** The material is non-tainting, resistant to bacteria and mold, and has a hygienic surface. Its impermeable nature simplifies cleaning and minimizes downtime, which is advantageous for maintenance.
- **Ease of Microbial Cleaning -** Ucrete does not support bacterial or mold growth, ensuring a hygienic environment, particularly in sectors such as food processing and healthcare. Its chemical-resistant properties also make it compatible with harsh cleaning agents.
- **Replacement of Damaged Components -** Ucrete systems are seamless and durable, reducing the likelihood of damage. If replacement is needed, repairs are typically straightforward, as new screed can be applied over prepared substrates. Typically, a one-day repair.
- **Method of Installation -** The screed is applied by trained and licensed applicators, ensuring precision. It can be installed on 7-day-old concrete or 3-day-old polymer screed, and an accelerator allows rapid curing within 12 hours. The application process also tolerates substrates with high moisture content.

Proposed Product & Vendors

Product Data Sheet

Sika® Ucrete® UD 200 SR

(formerly Ucrete® UD 200 SR)

Hygienic, heavy-duty polyurethane floor screed with very good slip resistance

PRODUCT DESCRIPTION

Sika® Ucrete® UD 200 SR is a heavy-duty resin floor with very good resistance to aggressive chemicals, heavy impact and temperatures up to 302 °F.

USES

Sika® Ucrete® UD 200 SR is used as a wearing layer screed for Sika® Ucrete® flooring systems.
Sika® Ucrete® UD 200 SR is used within wet and dry process areas including the following application areas:

- Food and beverage facilities
- Pharmaceutical facilities
- Chemical and processing facilities
- Manufacturing facilities and workshops

Please note:

- The Product may only be used by experienced professionals.

CHARACTERISTICS / ADVANTAGES

- Expert installation by fully trained applicators
- Does not support bacterial or mold growth
- Suitable for application on to 7-day-old concrete and 3-day-old polymer screed
- Can be accelerated with Sika® Ucrete® Accelerator for fast installation within a 12-hour window
- Very good resistance to specific chemicals
- Very good mechanical resistance
- Impermeable to liquids
- Non-tainting from the end of mixing
- Low VOC emissions
- Thermal expansion properties similar to concrete
- Tolerant to substrates with high moisture content

APPROVALS / STANDARDS

- Halal Certification Europe (HCE), Sika® Ucrete®, WHFC, Certificate No. 21453-2/1/1/Y1
- Food and Beverage Facilities Suitability, Sika® Ucrete®, HACCP, Test Report No. I-PE-769-SA-2-RG-06b
- Indoor Air Comfort Gold EN 16516, Sika® Ucrete®, eurofins, Certificate No. IACG-321-026-01-2023

Proposed Product & Vendors

PRODUCT INFORMATION

Chemical Base	Water-based polyurethane cement hybrid	
Packaging	Refer to the current price list for available packaging variations.	
Shelf Life	Always refer to the best-before date of the individual packaging.	
Storage Conditions	The Product must be stored in original, unopened and undamaged sealed packaging in dry conditions at temperatures between 41 °F and 86 °F. Always refer to the packaging. Refer to the current Safety Data Sheet for information on safe handling and storage.	
Color	Cured color	Red, Orange, Yellow, Cream, Grey, Light Grey, Green, Light Green, Green/ Brown, Blue.

TECHNICAL INFORMATION

Compressive Strength	Cured 28 days at 73.4 °F	7977 psi	(EN 13892-2)
Modulus of Elasticity in Compression	3250 MPa		(BS 6319-6)
Flexural Strength	Cured 28 days at 73.4 °F	2030 psi	(EN 13892-2)
Tensile Adhesion Strength	> 290 psi (concrete failure)		(EN 1542)
Coefficient of Thermal Expansion	4 × 10^{-5} °C^{-1}		(ASTM C531)

Service Temperature

Thickness	Minimum	Maximum	Occasional spillage
1/4"	-13 °F	176 °F	-
3/8"	-40 °F	248 °F	-
1/2"	-40 °F	266 °F	302 °F

Chemical Resistance	Laboratory-defined resistance to many individual chemicals. Before proceeding, contact Sika Technical Service for specific information.
Reaction to Fire	Class B_{fl}-s1 (EN 13501-1)

APPLICATION INFORMATION

Coverage

Layer	Product	Consumption
Wearing layer	Sika® Ucrete® UD 200 SR	21 - 22 ft² for 1/4" 15 - 16 ft² for 3/8" 10 - 11 ft² for 1/2"

Layer Thickness	~1/4 - 1/2"

Proposed Product & Vendors

Product Temperature	Maximum	86 °F
	Minimum	50 °F
Ambient Air Temperature	Maximum	95 °F
	Minimum	41 °F
Substrate Temperature	Maximum	86 °F
	Minimum	41 °F
Cure Time	**Substrate temperature**	**Return to traffic**
	46.4 °F	< 24 hours
	50 °F	4 hours (with Sika® Ucrete® Accelerator)
	Note: Times are approximate and will be affected by changing ambient and substrate conditions.	

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

AVAILABILITY/WARRANTY

Select from the following specification clauses as required:

- A 1/4" Sika® Ucrete® UD 200 SR floor is fully resistant to liquid spillage and discharge up to 176 °F and can be lightly steam-cleaned. Suitable for freezer temperatures down to -13 °F.
- A 3/8" Sika® Ucrete® UD 200 SR floor is fully resistant to high temperature spillage and discharge up to 248 °F and is fully steam-cleanable. Suitable for freezer temperatures down to -40 °F.
- A 1/2" Sika® Ucrete® UD 200 SR floor is fully resistant to high temperature spillage and discharge up to 266 °F and occasional spillage up to 302 °F and is fully steam-cleanable. Suitable for freezer temperatures down to -40 °F

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

APPLICATION INSTRUCTIONS

SUBSTRATE PREPARATION

IMPORTANT

Reduced service life due to incorrect treatment of cracks

The incorrect assessment and treatment of cracks may lead to a reduced service life and reflective cracking.

1. For static cracks, ensure the width is suitable for overcoating with Sika® Ucrete® UD 200 SR.
2. For dynamic cracks, ensure the movement is within the movement capacity of Sika® Ucrete® UD 200 SR.

Proposed Product & Vendors

TREATMENT OF JOINTS AND CRACKS
Construction joints and existing static surface cracks in substrate require pre-treating before full layer application. Use Sikadur® or Sikafloor® resins.
The System can be applied on green or damp concrete with no standing water. Allow for at least 3 days for early concrete shrinkage to occur to prevent shrinkage cracks from appearing on the wearing surface.
Cementitious substrates must be structurally sound and of sufficient compressive strength (minimum 4351 psi) with a minimum tensile strength of 217 psi.
Substrates must be clean, dry and free of contaminants such as dirt, oil, grease, coatings, laitance, surface treatments and loose friable material.

APPLICATION

Application must be undertaken by a fully trained Sika® Ucrete® applicator.

OTHER RESTRICTIONS

See Legal Disclaimer.

LEGAL DISCLAIMER

- **KEEP CONTAINER TIGHTLY CLOSED**
- **KEEP OUT OF REACH OF CHILDREN**
- **NOT FOR INTERNAL CONSUMPTION**
- **FOR INDUSTRIAL USE ONLY**
- **FOR PROFESSIONAL USE ONLY**

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at https://usa.sika.com/en/group/SikaCorp/termsandconditions.html or by calling 1-800-933-7452.

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: +1-800-933-7452
Fax: +1-201-933-6225
usa.sika.com

Product Data Sheet
Sika® Ucrete® UD 200 SR

Proposed Product & Vendors

Key Vendors

Company Name: JB Cannon Construction LLC

Scope of Work: Demolition

Company Address: 12427 Gatewood Drive Mont Belvieu, Tx 77535

Years in Business: 4

Certifications: 71625 - LA Commercial License

EMR: 1

Crew Size: 20

Relevant Experience:

JOB NAME	LOCATION	VALUE	COMPLETION DATE	CONTRACTOR
Bexar Co. Crime Lab Demo	San Antonio, Tx	$100k	2024	Construction LTD
COMB Police Department Remodel	Mont Belvieu, TX	$90k	2024	JB Cannon
4th Floor City Hall Galveston Remodel	Galveston, TX	$165k	2023	Construction LTD
COMB Police Department Remodel	Port Neches, TX	$28k	2022	Direct to owner

Proposed Product & Vendors

Key Vendors

Company Name: Covington NAH Flooring

Scope of Work: Flooring

Company Address: 15823 Calvin Rd Houston, TX 77090

Years in Business: 46

Certifications: N/A

EMR: .87

Crew Size: 43

Relevant Experience:

JOB NAME	LOCATION	VALUE	COMPLETION DATE	CONTRACTOR
Abe's Cajun Market	Clear Lake, TX	$9k	2016	Direct to owner
Pappa Gyros	Katy, TX	$28k	2022	ACG Contractors LLC
Pompanos	Port Neches, TX	$55k	2021	Direct to owner
Neches River Wheelhouse	Port Neches, TX	$28k	2022	Direct to owner
Seafood City Supermarket	Sugar Land, TX	$116k	2023	Constructors LTD
Conroe HS	Conroe, TX	$178k	2024	Ellisor Constructors
Bryan County Jail Kitchen Expansion	Bryan, TX	$98k	2023	Collier Construction

Proposed Product & Vendor

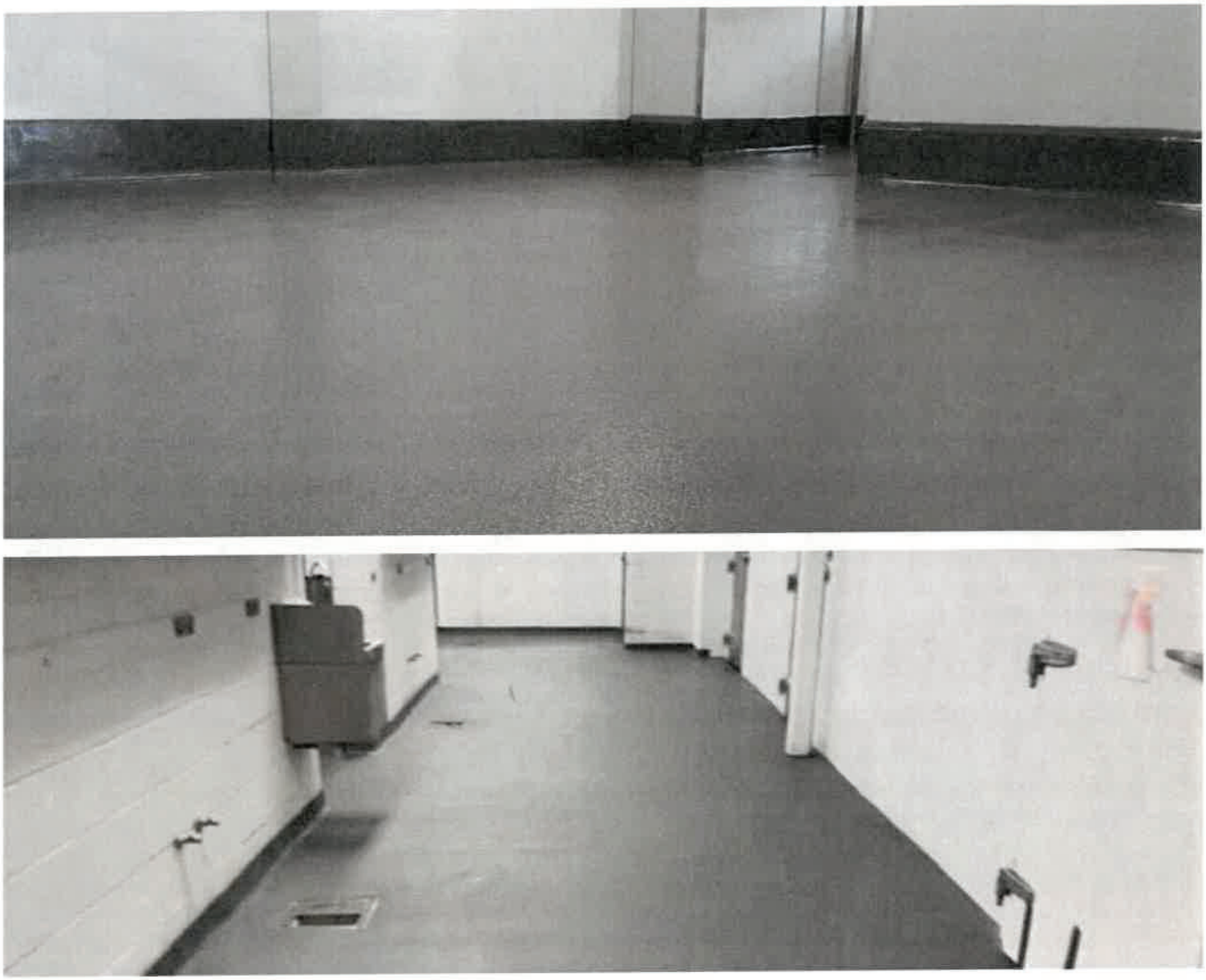
GALVESTON COUNTY
MEDICAL EXAMINER

Project	**Galveston County Medical Examiners Office**
Client	Galveston County
Location	La Marque, TX
Contract Value	$6.5M
Completion Date	December 2022
Delivery Method	GC / Lump-Sum
CLTD Staff	Terry Tauriello – Project Manager | Glenn Lusk - Superintendent
Owner Reference	Galveston County Facilities Director | Will Riordan William.Riordan@co.Galveston.tx.us, 409-765-2643
Architect	Page/ | Wendy Hegar, whegar@pagethink.com, 713-658-2266

Construction LTD and Page/ Architects worked closely with the Galveston County to complete the renovation of the old Medical Examiner's Office. The 15,000 SF facility involved the demolition of all but the structure of the existing facility. The building includes offices, an apparatus bay, cadaver storage and an autopsy room. The result is a beautiful building with metal paneling and storefront at the entry and a brick exterior.

This project was performed with our suggested flooring vendor, Covington NAH Flooring, and used the proposed flooring product, Ucrete UD 200 SR.

Proposed Product & Vendors



BRYAN CITY JAIL KITCHEN

Project	**Bryan City Jail Kitchen**
Client	City of Bryan
Location	303 East 29th Street, Bryan, TX 77803
Subcontractor	Covington NAH Flooring
Owner Contact	Bryan Police Department | (979) 209-5300
Flooring Cost	$98k

Our vendor, Covington NAH Flooring, installed the proposed flooring product at this location. This is an example of Ucrete being used in another jail kitchen.

Proposed Product & Vendors

PAPPA GYROS KITCHEN

Project	Pappa Gyros Kitchen
Client	Pappa Gyros Restaurant
Location	23255 Kingsland Blvd, Katy, TX 77494
Subcontractor	Covington NAH Flooring
Owner Contact	Pappa Gyros Restaurant | (281) 574-7764
Flooring Cost	$28k

Our vendor, Covington NAH Flooring, installed the proposed flooring product at this location. This is an example of Ucrete being used in another kitchen.

Proposed Product & Vendors

POMPANO KITCHEN

Project	**Pompano Kitchen Port Neches**
Client	The Pompano Club
Location	330 Twin City Hwy, Port Neches, TX 77651
Subcontractor	Covington NAH Flooring
Owner Contact	The Pompano Club | (409) 727-3111
Flooring Cost	$55k

Our vendor, Covington NAH Flooring, installed the proposed flooring product at this location. This is an example of Ucrete being used in another kitchen.

Proposed Product & Vendors

CISD KITCHEN

Project	**Conroe High School Kitchen**
Client	Conroe ISD
Location	3200 W Davis St, Conroe, TX 77304
Subcontractor	Covington NAH Flooring
Owner Contact	Conroe High School | (936) 709-5700
Flooring Cost	$178k

Our vendor, Covington NAH Flooring, installed the proposed flooring product at this location. This is an example of Ucrete being used in another kitchen.

Firm Methodology

CLTD Methodology

At CLTD, we provide consistent reporting throughout the job, ensuring that scope is carried out correctly, schedule is maintained, and budget needs are met. Project objectives are met through consistent reporting on milestones, RFIs, submittals, procurement, change orders, and other applicable project items. Through consistent tracking, CLTD can recognize and prioritize issues as they arise, and become proactive in the construction process, rather than reactive.

Pre-Construction Phase:

1. Review Proposed Project Program:
    - Comprehensive assessment of the proposed project to understand its scale, complexity, and specific requirements.
2. Review Current Construction Documents:
    - Thorough analysis of all existing construction documents to ensure all details are accounted for in the planning process.
3. Evaluate Existing Conditions:
    - On-site assessment to identify potential challenges and plan for them proactively.
4. Generate Project Construction Estimate:
    - Providing a detailed and transparent cost estimate for the entire project.
5. Identify Long-Lead Items and Specialty Assemblies/Systems:
    - Early identification of long-lead items to ensure timely procurement and delivery.
6. Create Initial Project Schedule:
    - Development of a comprehensive project schedule, including preconstruction, construction, and post-construction phases.

SUGAR LAND HANGAR

Firm Methodology

Project Start-up/Award:

1. Review and Execute Contract:
    - CLTD will work with the owner to review and execute the contract.
2. Review Proposals and Buyout Subcontractors:
    - Upon contract execution, CLTD works with their subcontractors to confirm pricing, get subcontractors under contract and review all parts of the project to ensure that scope gaps are covered.
    - CLTD will conduct preliminary meetings with subcontractors too ensure buy-in for the proposed schedule, and drive results from commencement of the project.
    - Site logistics plans, construction operations plans, and other deliverables will be established by the project team in order to minimize miscoordination in the field.
3. Revise Initial Project Operations/Schedule:
    - During the buyout process, CLTD will shore-up construction durations, procurement challenges and risks, and revise the project schedule to provide more detail on task durations.
4. Provide Billing Documents:
    - CLTD will provide a comprehensive schedule of values and expected billing schedule to ensure no delays in payment upon commencement of the project.
5. Procore Job Set Up:
    - The project will be added into Procore, the industry leading project management software we use to manage our projects, and all project documentation shall be recorded there for lifecycle of the project. This will provide ownership with an "Owner's Portal" where they may review project documentation, meeting minutes, jobsite photos, and all other project documents.

HEIGHTS HOSPITAL

Firm Methodology

6. Project Kickoff Call:
    - Project kickoff call among owner, design team, and CLTD to go over billing procedures, RFI procedures, submittal procedures, and a startup checklist to ensure seamless communication between parties at project start.

Construction Phase:

1. Safety:
    - CLTD prides itself on conducting a safe project. Through regular project inspections by our team, risks are mitigated, and safety standards are enforced.
    - Weekly Safety Report – The on-site CLTD superintendent conducts and documents a weekly report through Procore, verifying that correct safety procedures are being utilized throughout the job. Our on-site superintendents can quickly enforce safety concerns daily, to mitigate potential risks.

2. Operations:
    - CLTD Believes that proactive and efficient communication are paramount to the success of the project. Throughout the project, all stakeholders will be informed of the direction of the project and be steered in the correct direction through collaboration and open communication. CLTD drives efficient team meetings with actionable outcomes that allow the project to keep moving forward. These include:
    - Internal Project Team Meetings – CLTD conducts internal team meetings to discuss challenges on the project. These meetings are conducted with all parties of the project team, and are used to disseminate knowledge throughout the team, and keep the team moving in the correct direction. Daily foremen meeting allow for full project coordination, to ensure that project durations are met.
    - OAC Meetings – CLTD will lead a weekly OAC meeting, which will provide a safety update, schedule update, RFI log, submittal log, change order log, pay application log, project photos, and action items for parties involved.
    - Project Specialty Meetings – CLTD will lead meetings as required for certain milestones, coordination with outside parties, and other project necessities. These meetings include utility meetings, equipment coordination meetings, keying meetings, finishes meetings, 30-day out meetings, and additional meetings as required with the necessary stakeholders.

3. Construction Phase Deliverables – CLTD provides regularly distributed reports and logs to ensure transparent reporting to the client. These include:

    - Intermediate Project Schedule – Monthly
    - 6-Week Project Lookahead – Weekly
    - RFI Log – Weekly
    - Submittal Log – Weekly
    - Procurement Log – Weekly
    - Change Order Log – Weekly
    - Pay Application Log – Weekly
    - Project Photos – Daily

Firm Methodology

Warranty Period:

1. Issue Reporting and Response
   - Issue Reporting Procedure: Provide clear instructions on how clients can report warranty issues (e.g., phone, email, online portal).
   - Response Timeframes: Define and communicate standard response times for different types of issues (e.g., emergency, urgent, routine).
2. Communication and Support
   - Client Orientation: Conduct a client orientation meeting to explain the warranty process, coverage, and how to report issues.
   - Dedicated Contact Point: Establish a single point of contact (POC) for the client to report warranty issues and concerns.
3. 11-month Warranty Walk
   - Walk the facility with the client close to the end of the 1-year warranty period to address any outstanding issues.

J MORALES OFFICE

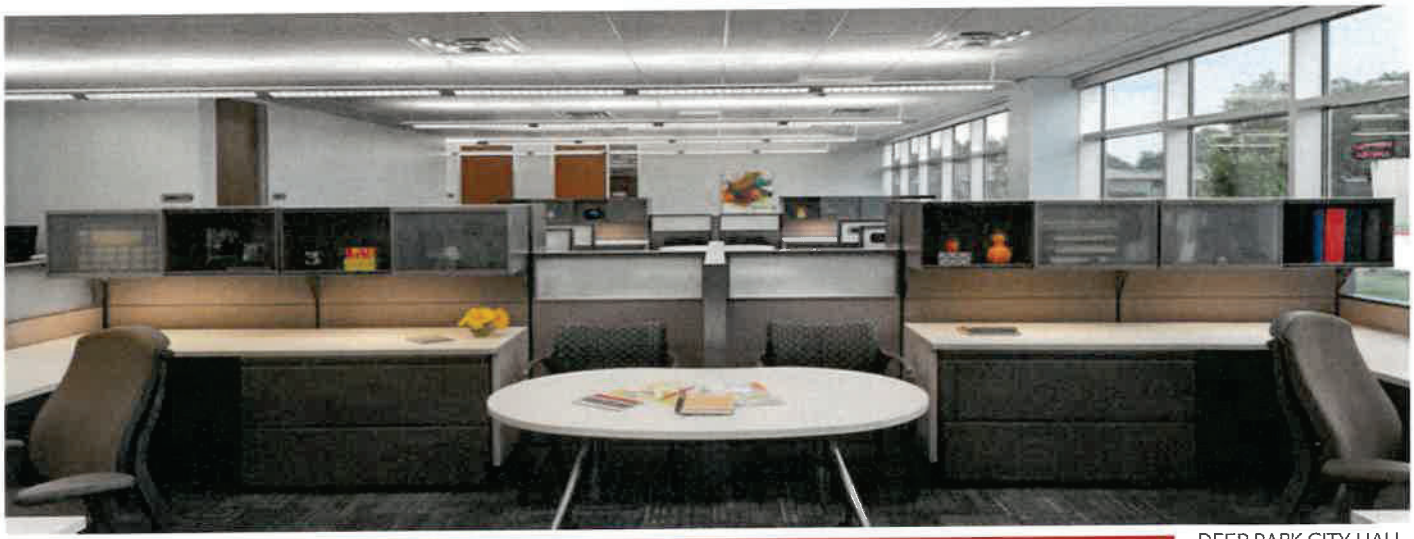
Firm Methodology

Safety Program:

At Construction LTD, safety is a core value deeply embedded in our corporate culture. We uphold a "Zero Today" philosophy, striving daily to eliminate all incidents. For our team, safety is paramount in everything we do.

1. Mandatory OSHA Certification
   - All team members must maintain OSHA 30-Hour certifications.
2. Safety Orientations
   - Required for all new hires and site-specific workers before beginning any work.
3. Site-Specific Safety Plan
   - Comprehensive risk assessments and proper planning start on day one.
4. Daily Jobsite Safety Analysis (JSA)
   - Daily assessments by all employees and subcontractors to identify and mitigate hazards.
5. Stretch & Flex
   - Daily 10-15 minute exercises to prevent injuries and minimize discomfort.
6. Weekly Toolbox Safety Meetings
   - Mandatory meetings addressing current work and potential hazards.
7. Stop Work Authority
   - All team members can stop unsafe work without fear of retaliation.
8. Good Catch/Near Miss Program
   - Incentives for reporting and addressing potential hazards, improving overall safety culture.
9. Sub-Zero IMPACT Program
   - A safety performance standard for subcontractors including contract preparation, selection, award, training, management, and post-evaluation.

With our "Zero Today" goal, Construction LTD is committed to providing the safest work environment possible and eliminating accidents and injuries every day.



DEER PARK CITY HALL

Firm Methodology

Provided are examples of Construction LTD's reporting.

Construction LTD
1825 Upland
Houston, Texas 77043
P 7139849444

Project: 285 Cedar Hills Behavioral Hospital
1975 Babcock Rd.
San Antonio, Texas 78229

OAC Agenda: Meeting #7

Meeting Date	Nov 7, 2023	**Meeting Time**	4:00 PM - 5:00 PM Central Time (US & Canada)
Meeting Location	Zoom (Online)	**Video Conferencing Link**	https://zoom.us/join
Overview	Zoom ID: 832 224 6400Passcode: 6400		
Attachments			

Scheduled Attendees

Name	Company	Phone Number	Email
Lea Elks	Cedar Health Group		lea.elks@cedarbehavioral.com
Jack Mandelbaum	Cedar Health Group		jack@cedardg.net
Yaakov Septimus	Cedar Health Group		yaakov@cedarhealth.net
Joe Serano	Cedar Health Group		joe.serano@cedarbehavioral.com
Cameron Aschenbeck	Construction LTD		caschenbeck@cltd.net
Glenn Lusk	Construction LTD		glusk@cltd.net
Terry Taunello	Construction LTD	P (832) 203-6803	ttaunello@cltd.net
Blair Korndorffer	Diamond Development Group		hawarch@aol.com

Permitting

No.	Mtg Origin	Title	Assignment	Due Da
1.1	1	Open Permit Items Level 1	Blair Korndorffer (Diamond Development Group)	Sep 21

Description
Need open items responded to in the system for Level 1 Interior Permit.

No.	Mtg Origin	Title	Assignment	Due Da
1.2	1	State of Texas	Blair Korndorffer (Diamond Development Group)	

Description
100% State Inspection Scheduled

No.	Mtg Origin	Title	Assignment	Due Da
1.3	2	Level 2 Open Items	Cameron Aschenbeck (Construction LTD)	

Description
Per Blair

Construction LTD

Printed on Wed Nov 15, 2023 at 02:37 pm CST

Job #: 285 Cedar Hills Behavioral Hospita
1975 Babcock Rd
San Antonio, Texas 78225

Description

Taken Date	Uploaded By
11/09/2023 at 04:37 pm	Glenn Lusk
Upload Date	**File Name**
11/10/2023 at 10:48 pm	432E3548-EEC3-474D-90E8-[illegible]

Description

Taken Date	Uploaded By
11/09/2023 at 04:37 pm	Cameron Aschenbeck
Upload Date	**File Name**
11/10/2023 at 09:21 am	08AA08AC-D8AC-4849-9904-A87

Description

Taken Date	Uploaded By
11/04/2023 at 10:38 am	Glenn Lusk
Upload Date	**File Name**
11/04/2023 at 10:39 am	A23E8753-A3B2-455A-854F-DB0...

Description

Taken Date	Uploaded By
10/31/2023 at 07:51 am	Glenn Lusk
Upload Date	**File Name**
10/31/2023 at 07:52 am	CBC287DD-FE64-4CC8-AA6D-CC

Firm Methodology

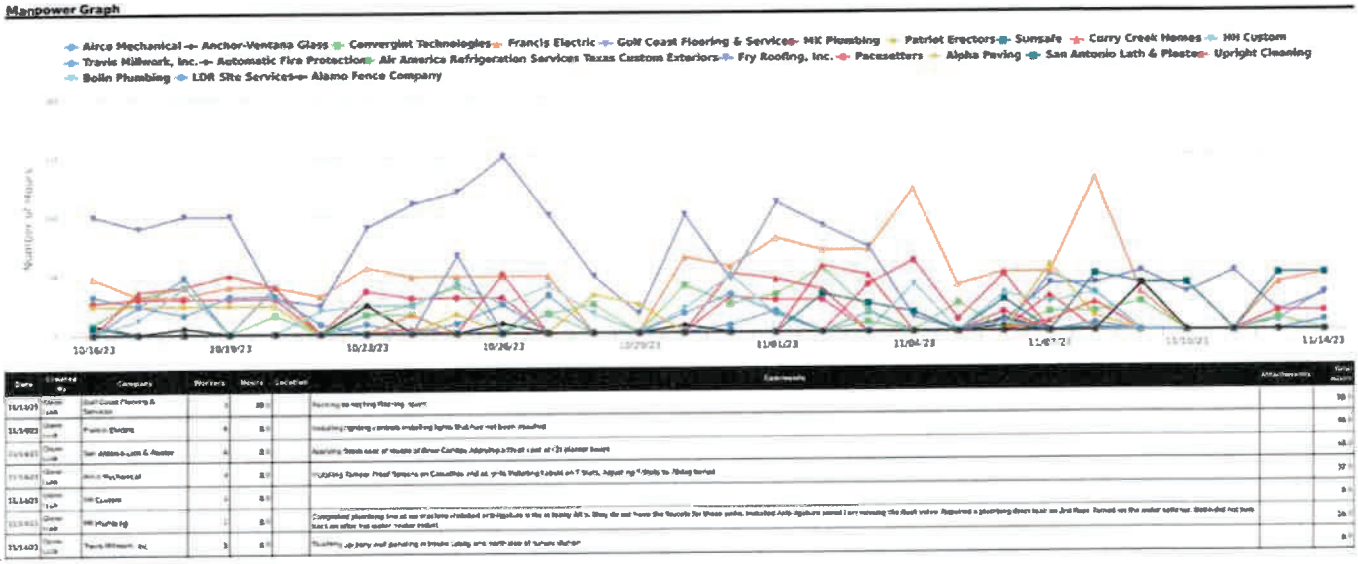
Construction LTD
1825 Upland
Houston, Texas 77043
United States

Printed on Wed Nov 15, 2023 at 02:35 pm CST

Job #: 285 Cedar Hills Behavioral Hospital
1975 Babcock Rd.
San Antonio Texas, 78229

Daily Log Manpower Report

Manpower Graph



Date	Created By	Company	Workers	Hours	Location	Comments	Attachments	Total Hours
10/19/23	Mario Lab	Gulf Coast Flooring & Services	1	10		Running an vacuuming floor prep work		10
11/1/23	Daniel Lab	Francis Electric	4	8		Installing / grinding / patching existing lights that have not been installed		32
11/14/23	Daniel Lab	Texas Custom Exteriors & Plaster	4	8		Assisting Stone mason w/ mixing of Mortar Cement. Applying a thin set coat of 1/2 planner board		32
11/14/23	Daniel Lab	Airco Mechanical	4	8		Installing Return Head Sprinkler on Canvas. Pull all 3/4 Plumbing Exhaust on T Shirt. Adjust rig 4 Shirt to Ridge Vertical		32
11/14/23	Daniel Lab	NH Custom	1	8				8
11/14/23	Daniel Lab	NH Plumbing	1	8		Completed plumbing line at ice machine installed new supply to the ice maker #1. Then, the ice maker the faucets for those units. Installed Anti-Siphons across I are removing the dead valve. Repaired a plumbing down leak on 3rd floor. Turned on the water valve for. Bathroom not have water on after the water heater install		24
11/14/23	Travis Lab	Travis Millwork, Inc.	1	8		Plumbing job party and painting in female Lobby and north side of Nurses station		8

Printed on Wed Nov 15, 2023 at 02:09 pm CST

Construction LTD
Job #: 285 Cedar Hills Behavioral Hospital
1975 Babcock Rd.
San Antonio, Texas 78229

Open Change Events

Change Event Line Item Details

Group	Change Event Status	Change Event Title	Change Event Scope	Change Event Line Item ROM Amount	Change Event Change Reason	Change Event Updated At
Change Event Number: 001				Count: 3		
	Open	Phase 1 New Plumbing Fixtures	Out of Scope	$152,602.00	Existing Condition	09/29/2023
	Open	Phase 1 New Plumbing Fixtures	Out of Scope	$46,753.00	Existing Condition	09/29/2023
	Open	Phase 1 New Plumbing Fixtures	Out of Scope	$24,375.00	Existing Condition	09/29/2023
Change Event Number: 002				Count: 1		
	Open	PA Audio Speaker	Out of Scope	$5,569.00	Client Request	09/29/2023
Change Event Number: 003				Count: 4		
	Open	Level 1 Corridor Ceiling Changes	Out of Scope	$3,237.00	Existing Condition	09/27/2023
	Open	Level 1 Corridor Ceiling Changes	Out of Scope	$42,632.74	Existing Condition	09/27/2023
	Open	Level 1 Corridor Ceiling Changes	Out of Scope	$15,104.43	Existing Condition	09/27/2023
	Open	Level 1 Corridor Ceiling Changes	Out of Scope	$5,144.70	Existing Condition	09/27/2023
Change Event Number: 004				Count: 1		
	Open	Sprinkler Head Changes	Out of Scope	$0.00	Existing Condition	09/21/2023
Change Event Number: 005				Count: 1		
	Open	State 80% Inspection Changes	Out of Scope	$11,984.00	Existing Condition	09/21/2023
Change Event Number: 006				Count: 1		
	Open	Secondary Domestic Water Source	Out of Scope	$0.00	Design Development	09/27/2023
Change Event Number: 007				Count: 1		
	Open	3/8" Pea Gravel	TBD	$0.00	Client Request	09/28/2023
Grand Totals:				Count: 12		

About Us

Organization

- Legal Name: Sovereign Builders, inc. DBA Construction LTD
- Corporate HQ Address: 1825 Upland Dr, Houston, TX 77043
- Corporate HQ Phone: 713-984-9444
- Construction LTD is an S corporation.
- Construction LTD has been in business for 43 years as a construction contractor.
- Construction LTD has been in business for 43 years under its present business name.
- Construction LTD has only ever operated under Sovereign Builders, inc. DBA Construction LTD.
- Principal: Tim Dixon

Performance History

- Construction LTD has never failed to complete any work awarded.

Contractor's Safety Program

- Surety: Marsh McLennan Agency
  2500 City West Blvd., Suite 2400,
  Houston, TX 77042
- Contact: 713-780-6164 (Christy Baker)
- EMR 2023 - .98
  2022 - 1.01
  2021 – .85
- Total Bonding Capacity: $40,000,000

Financial Status

- Construction LTD can provide a copy of a recent financial statement upon client request.

PETSUITES

About Us

PRESIDENT

Tim Dixon
Construction LTD Leadership Team

VICE PRESIDENT OPERATIONS

Terry Tauriello
Construction LTD Leadership Team

VICE PRESIDENT PRECONSTRUCTION

Ron Weiser
Construction LTD Leadership Team

CONTROLLER

Emery Lindemuth
Construction LTD Leadership Team

HEAD OF BUSINESS DEVELOPMENT

Grant Dixon
Construction LTD Leadership Team

Construction LTD's Leadership

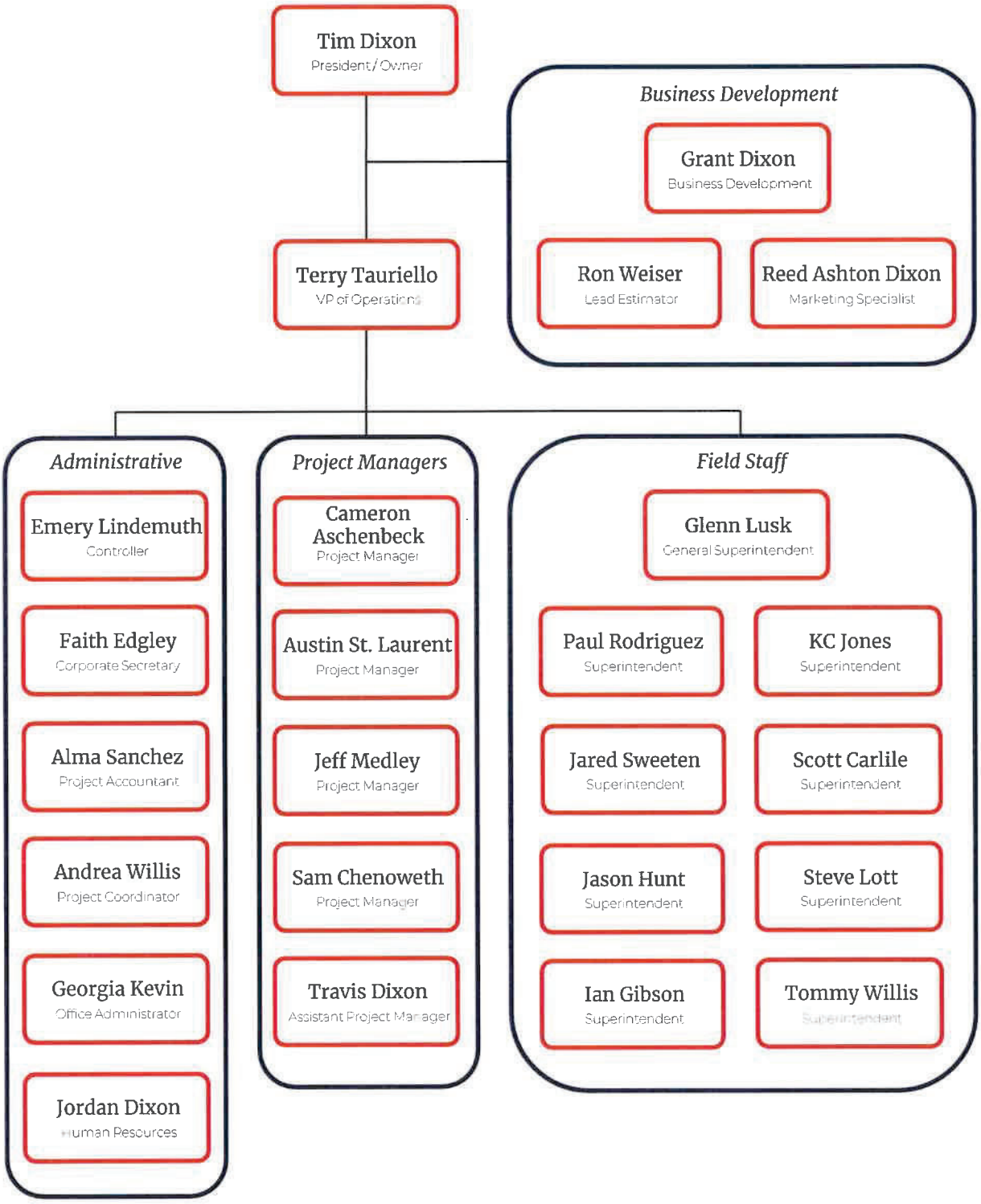
Our team of experienced professionals has been working toward a common goal of customer satisfaction for 40 years. Our strategy, mission, and values have drawn some of Houston's top talent under one roof to deliver projects we stand by. With our leadership at the helm, Construction LTD has become a firm that combines both the expertise of experience and the individual, client-focused attention that comes with a smaller firm.

At the helm of each of our project teams is Terry Tauriello, who has become an essential member of Construction LTD, providing oversight for all our construction teams from the project's start to completion. His coordination, planning, and management are vital to ensuring client satisfaction and a best-in-class quality project.

Construction LTD's leadership are industry veterans who deliver clear and concise direction for our firm. Through experience, communication and team planning we ensure your project is on course, on budget and on time. Our leadership is driven to not only build your project but also to build a relationship with you the owner. Construction LTD is fueled by the repeat business of valued clients who understand they can trust us with their investment.

About Us

Provided below is a company organizational chart of Construction LTD staff.



About Us

Listed below are our projects in the **Public Sector**.

- Galveston County Mental Health Facility
- Fire Station 125 Bexar County
- Crime Lab Renovation Bexar County
- CoG City Hall 4th Floor Renovation
- Galveston County Medical Examiners Office
- Galveston Fire Station 1
- Deer Park City Hall
- Deer Park Animal Shelter
- Clear Lake City Water Authority Maintenance and EOC Facility
- La Marque Central Fire Station
- Jersey Village Fire Station
- Utility Customer Services Division Office Renovation
- Texas Department of Public Safety Offices Addition
- Sugarland Airport Hanger
- Denver Harbor Community Center
- Chambers County Resource Solid Waste & Recycling Center
- Texas Dept. of Public Safety, Humble
- City of Texas City New Convention Center
- Lowrey Convention Center
- Interim Cruise Terminal, Barbours Cut
- Fort Bend County Library
- Lake Jackson Recreation Center
- Atascocita Library
- Houston City Parks Master Plan Package #2
- Harris County Annex II
- TCJD Ramsey Unit 1 Kitchen & Dining Hall
- COH Central Operations Building Reroofing Harris County
- Harris County Mercer Arboretum
- Consolidated Maintenance Complex at HOU
- 69th Street Wastewater Treatment Plant
- TXDOT DHQ Urban Annex
- Texas Criminal Justice Department Dining Hall & Kitchen
- Texas Department Of Corrections L.V Hightower Unit
- Riverside General Hospital Medical Building
- Ellington Air Force Base Engineering Center
- Harris County Grand Jury Court
- Terminal C Renovations - George Bush Iah Airport
- Continental Bag Claim Expansion George Bush Airport
- Terminal A/B Utility Upgrades George Bush IAH
- George Bush IAH Mickey Leland IAB Interim Improvements
- Interim Relocation Package At William P. Hobby Airport
- Terminal "D" Core Room Renovations-500Q - George Bush Airport
- Terminal C/E Utility Distribution Upgrades - George Bush Airport
- Air Cargo Inspection Facilities George Bush Airport
- Central Plant Equipment Chilled / Hot Water Loop George Bush IAH
- Port of Houston Authority Interim Cruise Terminal (Barbours Cut)
- Light Aircraft Hangars & A/G Building Expansion At Ellington Field
- Consolidated Maintenance Complex William P. Hobby Airport

GALVESTON FS #1

About Us

Below is a list of work currently under contract:

CONTRACTS	COST	COMPLETION
St. Peter Episcopal Church	$6.7M	Q2 2026
Fire Station 125	$11.1M	Q3 2025
Bexar County Crime Lab Renovation	$7M	August 2025
Concentra DeNova	$1.7M	March 2025
Galveston County Mental Health Crisis Unit	$11 M	March 2025
Immanuel Mar Thoma Church Addition & Gymnasium	$4.5M	February 2025
Katy Retail Building Ph II	$3.2M	November 2024
A Rocket Storage	$7.5M	November 2024
PV Hardware	$4M	November 2024
Total	**$56.7M**	

INDIA HOUSE

About Us

TERRY TAURIELLO

Vice President of Operations

Construction LTD employee since 2018

EXPERTISE:

Terry serves as Construction LTD's VP of Operations. With over 30 years of diverse construction experience, Terry's oversight on every one of our projects is an asset. Proven expertise in managing multimillion-dollar projects, ensuring timely and budget-compliant delivery. Adept at risk management, contract administration, and fostering effective collaboration among project teams, architects, and owners. Committed to addressing client concerns and ensuring project safety and quality from start to completion.
Terry worked closely with our clients to ensure that their needs are met. He is always abreast on the details of your project. He is your ally throughout construction and is always available to address questions and concerns.

CURRENT WORK:

Oversight of all ongoing projects

PAST PROJECTS OF INTEREST:

Galveston County Medical Examiner's Office - $6.5M

Clear Lake Water Authority and EOM Facility –$6M

REFERENCE:

Wendy Heger, Principal Page/
Phone: (713) 658 2266
wheger@pagethink.com
Project: Galveston County
Medical Examiner's Office

EDUCATION:

Masters of Science: 1984
Civil/Structural
Engineering
University of Houston
Bachelors of Science: 1982
Civil Technology

About Us

AUSTIN ST. LAURENT

Project Manager

Construction LTD employee since 2023

EXPERTISE:

Austin is a dedicated project manager with experience in overseeing a diverse portfolio of construction projects, including public facilities, commercial, retail, and liturgical. He specializes in coordinating multidisciplinary teams, ensuring project schedules and budgets are maintained, and delivering exceptional results for clients.

Known for his proactive communication and problem-solving approach, Austin consistently drives projects to successful completion while fostering strong relationships with clients, subcontractors, and stakeholders.

CURRENT WORK:

Concentra DeNova Healthcare - $1.4M

RECENT PROJECTS:

Katy Retail Ph II - $3.2M

Armazem Showroom - $200k

Redeemer Church Renovation- $175k

REFERENCE:

David Goran, Pastor
Redeemer Church
832-833-3922
david@redeemermanvel.org

EDUCATION:

Bachelors of Business: 2017
School of Agriculture
Texas A&M University

About Us

GLENN LUSK

General Superintendent

Construction LTD employee since 2013

EXPERTISE:

With over 30 years of extensive experience in the construction industry, our General Superintendent brings an unmatched depth of knowledge and expertise to each project. He is instrumental in overseeing the day-to-day operations on site, ensuring all construction activities comply with company standards, building codes, and safety regulations. His role involves coordinating tasks across multiple teams, managing subcontractors, and maintaining strict timelines and budget adherence.

His proactive management style and precise attention to detail have been pivotal in successfully delivering projects that meet the highest standards of quality and efficiency. A leader on the ground, he mentors junior staff and fosters a collaborative work environment that drives project success.

CURRENT WORK:

Available

PAST PROJECTS OF INTEREST:

Galveston County Medical Examiner's Office - $6.5M

Galveston City Hall 4th Floor Renovation- $1.4M

REFERENCE:

Will Riordan
Galveston County Facilities
William.Riordan@co.Galveston.tx.us
Project: Galveston County Medical Examiner's Office

EDUCATION:

Bachelor of Science 1990
Construction Science
& Management
Houston Community
College

Proposed Schedule

Construction Duration

The construction duration is 3 weeks / 21 calendar days. This period includes plumbing/electrical equipment connections, demolition, resinous flooring installation, and relocation/storage of existing kitchen equipment.

Key activities include:

Mobilization and Demolition: Prep and protect work area. Selective demolition of existing tile floors and tile base with ride along battery powered floor remover. Removal of all existing thin set or glue to properly prep for new the flooring system.

Equipment Connections: Disconnect and reconnect plumbing and power of kitchen equipment. Installation of new gas connections. *All other connections will be reused for reinstallation.

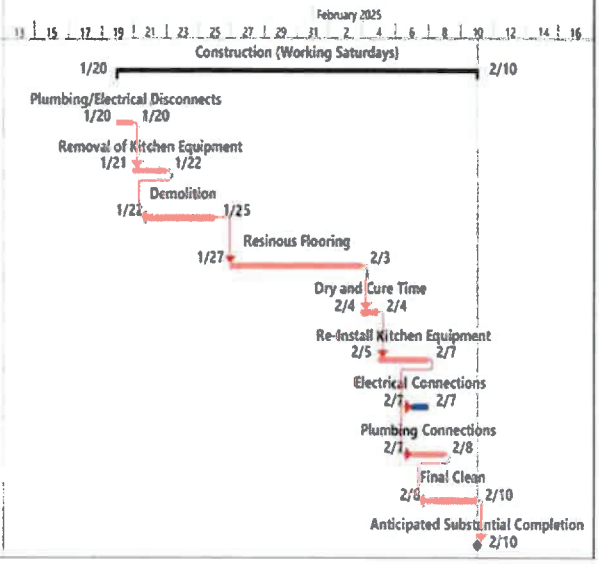
Equipment Removal & Putback: Remove fixtures to temporary storage containers staged behind the jail in a secure lot. Wrap and protect all equipment. Set all fixtures back in place.

Urathane Flooring System: Installation of new Sikafloor Ucrete UD200SR 3/8" nominal flooring system. Floor includes 6" integral cove wall base with "J" cap trim and aluminum transition strips.

Cleaning: Initial cleaning of fixtures prior to removal. Final cleaning of fixtures and floors at job completion.

GALVESTON COUNTY JAIL
PRE-CONSTRUCTION SCHEDULE
GENERAL CONTRACTOR-CONSTRUCTION LTD

ID	Task Mode	Task Name	Duration	Start	Finish	% Complete	Predecessors	Successors
1		Construction (Working Saturdays)	19 days	Mon 1/20/25	Mon 2/10/25	0%		
2		Plumbing/Electrical Disconnects	1 day	Mon 1/20/25	Mon 1/20/25	0%		3
3		Removal of Kitchen Equipment	2 days	Tue 1/21/25	Wed 1/22/25	0%	2	4FS-1 day
4		Demolition	4 days	Wed 1/22/25	Sat 1/25/25	0%	3FS-1 day	5
5		Resinous Flooring	7 days	Mon 1/27/25	Mon 2/3/25	0%	4	6
6		Dry and Cure Time	1 day	Tue 2/4/25	Tue 2/4/25	0%	5	7
7		Re-Install Kitchen Equipment	3 days	Wed 2/5/25	Fri 2/7/25	0%	6	9FS-1 day,8FS-1
8		Electrical Connections	1 day	Fri 2/7/25	Fri 2/7/25	0%	7FS-1 day	
9		Plumbing Connections	2 days	Fri 2/7/25	Sat 2/8/25	0%	7FS-1 day	10FS-1 day
10		Final Clean	2 days	Sat 2/8/25	Mon 2/10/25	0%	9FS-1 day	11
11		Anticipated Substantial Completion	0 days	Mon 2/10/25	Mon 2/10/25	0%	10	



CLTD SCHEDULE

Required Documents

RFP # 24-026
Submission Deadline RFP Opening: 12/05/2024
TIME: 2:30 PM CST

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
JAIL FACILITY KITCHEN FLOOR REPLACEMENT
GALVESTON COUNTY, TEXAS

Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: Construction LTD

ADDRESS: 1825 Upland Dr., Houston TX, 77043

FEIN (TAX ID):

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	Confirmed (X):
1. Required Documents Checklist (this page)	X
2. Addenda Acknowledgement (if any)	#1 ✓ #2 #3 #4
3. One (1) original, five (5) copies of submittal,	X
4. ATTACHMENT A - Vendor Qualification Packet	X
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	X
6. ATTACHMENT C - Certification Regarding Lobbying Form	X
7. ATTACHMENT D - Non-Collusion Affidavit	X
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	X
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	X
8. ATTACHMENT G - Information for Notice	X
10. ATTACHMENT H - References	X

Person to contact regarding this qualification: Grant Dixon

Title: Business Development Phone: 713-984-9444 Fax:

E-mail address: gdixon@cltd.net

Name of person authorized to bind the Firm: Tim Dixon

Signature: Date: 12/10/2024

Title: President Phone: 713-984-9444 Fax:

E-mail address: tdixon@cltd.net

County of Galveston Purchasing Department
Vendor Qualification Packet - Attachment A

(rev. 1.4, September 28, 2017)

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

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

PEID Form: **Person /Entity Information Data**

W -9 Form: Request for Taxpayer Identification Number and Certification
***(please note that the included form may not be the latest revised form issued by the Internal Revenue Service.** Please check the IRS website at http://www.irs.gov/publirs-pdf/fw9.pdf for the latest revision of this form.)*

CIQ Form: **Conflict of Interest Questionnaire**
***(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission.** Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

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

the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the vendor did not comply with 2 C. F. R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering a grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor. If the contract to be awarded pursuant to a Galveston County procurement effort involves the use of Federal funds, then vendor must also be registered in the Federal Contractor Registry through the System for Award Management (SAM) to be eligible for award of contract pursuant to the procurement.
Information regarding the SAM is available at:
http://federalcontractorregistry.com/?gclid=CIGIhf2rr8wCFYkCaQodkcANZw or at
http://sam.gov/portal/SAM/#1.

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

Direct Deposit: Direct Deposit Authorization Form – Temporarily suspended until further notice

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Required Documents

Worker's Compensation Insurance:

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

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

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

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

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

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (0, the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

Required Documents

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

Required Documents

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

Required Documents

COUNTY of GALVESTON
Purchasing Department
rev. 1.3, March 29, 2010

FORM PEID:	Request for Person-Entity Identification Data

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

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

1.

Business Name:	Sovereign Builders Inc. dba Construction LTD
Attention Line:	

2.

Physical Address:	1825 Upland Drive		
City:	Houston	**State:** TX	**Zip+4:** 77043-3003

3.

Billing / Remit Address:	1825 Upland Drive		
City:	Houston	**State:** TX	**Zip+4** 77043-3003

4.

Main Contact Person:	Grant Dixon
Main Phone Number:	713-984-9444
Fax Number:	713-984-2320
E-mail Address:	gdixon@cltd.net

Areas below are for County use only.

Requested By:	**Phone / Ext. #**
Department:	**Date:**

Action Requested - Check One:	**IFAS PEID Vendor Number:**	
☐ Add New	☐ Change Data	☐ Re-activate
☐ Inactivate	☐ Employee	☐ Attorney
☐ Landlord	☐ Foster Parent	☐ Refund
☐ OneTime	☐ Foster Child	

Required Documents

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sovereign Builders Inc.

2 Business name/disregarded entity name, if different from above
dba Construction LTD

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1825 Upland Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Houston, TX 77043

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
4 1 – 2 2 4 6 3 6 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▸ [signature] Date ▸ 12/10/2024

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Required Documents

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

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

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

Required Documents

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

Required Documents

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

Required Documents

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

Required Documents

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

Required Documents

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ NO

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

☐ Yes ☐ NO

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

☐ Yes ☐ NO

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

4

Signature of person doing business with the governmental entity

12/10/2024

Date

Adopted *06/29/2007*

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFP 24-026

Solicitation Title: Jail Facility Kitchen Floor Replacement

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.

Construction LTD
Name of Business

12/10/2024
Date

By: ☐
Signature

Tim Dixon | President
Printed Name & Title

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
RFP 24-026 Jail Facility Kitchen Floor Replacement

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization/Corporation: Construction LTD

Address: 1825 Upland Drive

City: Houston State: Texas Zip Code: 77043

Signature of Authorized Signatory for Proposer: [signature] Date Signed: 12/10/2024

Title of Authorized Signatory of Proposer: President

Required Documents

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

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

- Affiant is the Individual (Individual, Partner, Corporate Officer) of Construction LTD (Name of Qualifier), that submitted the attached Qualification in **RFP 24-026 Jail Facility Kitchen Floor Replacement**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this 11 day of December, 2024.

Notary Public

ALMA SANCHEZ
Notary Public, State of Texas
Comm. Expires 08-01-2028
Notary ID 130684311

My Commission Expires: 08/01/2028

ATTACHMENT E
Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date: 12/10/2024

Business Name of Contractor: Construction LTD

Company Address: 1825 Upland Drive, Houston, TX 77043

County of Contractor: Harris

Individual: Tim Dixon

Signature of Individual:

ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)"Company" has the meaning assigned by Section 806.001.

(2)"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)"Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies o services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date: 12/10/2024

Business Name of Contractor: Construction LTD

Company Address: 1825 Upland Drive, Houston, TX 77043

County of Contractor: Harris

Name of Individual: Tim Dixon

Signature of Individual:

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: RFP 24-026

Solicitation Title: Jail Facility Kitchen Floor Replacement

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

1. Contact information for notice:

   Name: Grant Dixon

   Address: 1825 Upland Dr, Houston, TX 77043

   Telephone Number: 713-984-9444 Facsimile number: 713-984-2320

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

   Name: Grant Dixon

   Address: 1825 Upland Dr, Houston, TX 77043

   Telephone Number: 713-984-9444 Facsimile number: 713-984-2320

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

ATTACHMENT H
REFERENCES

Solicitation Number: RFP 24-026

Solicitation Title: Jail Facility Kitchen Floor Replacement

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: Galveston County

Name of Person: Will Riordan

Title of Individual within Organization, if applicable:

Business address:

Telephone Number: 409-765-2643 Facsimile number:

2. Business Name of Organization: City of Galveston

Name of Person: Dudley Anderson

Title of Individual within Organization, if applicable: City Architect

Business address: 823 25th St, Galveston, TX 77550

Telephone Number: 409-797-3557 Facsimile number:

3. Business Name of Organization: Galveston County

Name of Person: Mark Garcia

Title of Individual within Organization, if applicable:

Business address:

Telephone Number: 409-370-5884 Facsimile number:

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Sovereign Builders, Inc. dba Construction LTD**

as Principal, hereinafter called the Principal, and **Berkley Insurance Company** a corporation duly organized under the laws of the State of **Delaware**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Galveston County** hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Total Contract Price** Dollars (**$5% of T.C.P.),** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Jail Facility Kitchen Floor Replacement Galveston County, Texas

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **12th day of December, 2024**

Sovereign Builders, Inc. dba Construction LTD
(Principal) *(Seal)*

(Title)

SOVEREIGN BUILDERS, INC. CORPORATE SEAL 2006 TEXAS

Berkley Insurance Company
(Surety) *(Seal)*

Kourtney Reece (Witness)

Francine M. Hay *Attorney-in-Fact*

No. BI-3041

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Roxanne G. Brune; David R. Groppell; Beverly A. Ireland; Sharen R. Groppell; Francine M. Hay; Kurt A. Risk; Gloria M. Villa; Michele L. Bondurant; or Kourtney Reece of Marsh & McLennan Agency LLC – Southwest of Houston, TX*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:

(Seal)

By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 12th day of December, 2024.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Berkley Surety Group's toll-free telephone number for information or to make a complaint at:

1-866-245-1973

You may also write to Berkley Surety Group at:

Berkley Surety Group, Inc.
412 Mt. Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

OR

E-mail: BSGClaim@wrbcsurety.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should contact the company. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Berkley Surety Group's para informacion o para someter una queja al:

1-866-245-1973

Usted tambien puede escribir a Berkley Surety Group:

Berkley Surety Group, Inc.
412 Mt. Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

OR

E-mail: BSGClaim@wrbcsurety.com

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Construction LTD

1825 Upland Drive. Houston Texas 77043

RFP #24-026,

ail Facility Kitchen Floor Replacement

'24 DEC 12 1:55PM

RECEIVED

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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

Consideration of approval of Workday Public Cloud Migration with Precision Task Group, Inc. submitted by Information Technology

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 9:57 am
2	Dianna Martinez	Approve	7/15/25 5:10 pm

Department of Enterprise Services - 5WH

Title: Workday Public Cloud Migration

Description: Workday is migrating all its customers from private cloud data centers to public cloud infrastructure, leveraging Amazon Web Services (AWS) and Google Cloud Platform (GCP). This transition is mandatory for all customers not already on the public cloud. The migration impacts integrations, tenant URLs, and requires updates to firewalls and vendor configurations.

For who: Galveston County

Location: County Wide

When needed: ASAP

Justification: Workday's decision to transition all customers to public cloud infrastructure (AWS and GCP) is driven by strategic, technical, and operational imperatives that reflect modern best practices in enterprise computing. This move is not optional because maintaining dual infrastructure models (private cloud and public cloud) would be inefficient, costly, and unsustainable long-term.

Item	Qty	Per Unit $	Total
Workday instance			

Total spend:

Is this item budgeted: ☐ **Yes** ☐ **No** **Budgeted amount:**

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☐ **Yes** ☐ **No** **Current expiration date:**

DIR Contract?: ☐ **Yes** ☐ **No** **DIR Contract #**

Account:

Submitted by: Chris Martinez **Date:** 7/15/25

Workday Public Cloud Migration Acknowledgement
Frequently Asked Questions

When Workday was founded, we invested heavily in developing our own, purpose-built data centers. At the time, that was the best path to achieve the highest levels of performance, scalability, and security. Over time, cloud infrastructure services provided to the public market ("Public Cloud") by hyperscalers such as Google and Amazon have increased in maturity. Public Cloud resources now provide sophisticated, secure, and scalable hosting environments that enable Workday to provide best-in-class services to our customers.

These FAQs do not form part of the contract and are for informational purposes only.

Why do I need to migrate my Tenant to a Public Cloud environment?

- By shifting to a Public Cloud environment, you will benefit from innovative technologies and capabilities that will enable current and future advances in Workday's Services, such as near-zero downtime patching.

Why do I need to sign a document to migrate my Tenants to a Public Cloud environment?

- The attached document serves two purposes. First, customers will be required to make some configuration changes to their tenant after the migration for it to work properly. This form helps to ensure that customers are aware of these changes and are well positioned for a smooth transition. Second, the Workday MSA was entered into when service delivery was through Workday's own data centers. The attached document will acknowledge that service delivery shall be made through a Public Cloud environment.

When will my Tenants be migrated?

- Customers may schedule their migration at a time convenient for them to minimize any potential business interruptions.

Will my Tenants hosted in a Public Cloud environment be covered by the SLA?

- Yes. Migration will not impact Workday's service level commitments to you. The same SLA will apply whether your Production Tenant is hosted in Workday's data center or in a Public Cloud environment. The SLA will cover your Production Tenant hosted in Workday's data center until it is no longer used in Production. SLA coverage will begin for the Production Tenant hosted in a Public Cloud environment when it becomes active.

Why does it say that certain product SKUs or Innovation Services might be unavailable after I migrate?

- Some of Workday's Service SKUs were designed and built with Workday data centers in mind. These Service SKUs must be optimized to run in Public Cloud environments, which is an ongoing effort. Workday will continue to add services to our Public Cloud environments over time, but if we selected you to move to a Public Cloud environment, we have already verified that all of your current Service SKUs are available in a Public Cloud environment.
- While we anticipate that we will build more Service SKUs with a cloud-first approach in the future, some Early Access ("EA") SKUs or Innovation Services may only be available in Workday data centers. In the event such SKUs or Innovation Services are not available in the Public Cloud Environment, Workday will make that requirement clear to you prior to subscription to such SKUs.

Workday Public Cloud Migration Acknowledgement
Frequently Asked Questions

Where can I access Subprocessor audit reports?

- Instructions for accessing Subprocessor audit reports are available at https://community.workday.com/node/1145922.

PUBLIC CLOUD MIGRATION

ACKNOWLEDGEMENT AND AGREEMENT

This Acknowledgement and Agreement (**"Acknowledgement"**) is entered into between County of Galveston (Precision Task Group, Inc.) (**"Customer"**) and Workday, Inc., (**"Workday"**) as of the later of the dates beneath the parties' signatures below (**"Acknowledgement Effective Date"**) and relates to that certain Main or Master Subscription Agreement between Customer and Workday, dated December 30, 2022 (as amended, **"Agreement"**). Unless otherwise defined herein, capitalized terms used in this Acknowledgement shall have the same meaning as set forth in the Agreement. In the event of a conflict between the terms of this Acknowledgement and the terms of the Agreement, the terms of this Acknowledgement shall prevail.

WHEREAS, Workday will migrate Customer's Workday Tenants from a Workday data center to a Public Cloud Platform; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby acknowledge and agree as follows:

1. **Definitions**. For the purposes of this Acknowledgement, the following terms shall apply:

   "Public Cloud Platform" means a Workday-managed secure cloud services platform, which includes services for computing, storage, monitoring, content delivery and other related services, as well as the various facilities and physical operations to support such services.

2. **Migration of Customer Tenants**. At a time mutually agreed upon by the parties, Workday will move Customer's Tenants to a Public Cloud Platform located in data centers in U.S. Region.

3. **Service Levels**. Workday's commitments to Customer under the SLA shall apply to the Customer's Tenant used in Production ("**Production Tenant**"), whether hosted in Workday's data center or hosted on a Public Cloud Platform and will continue to apply thereafter in accordance with the Agreement.

4. **Customer Configurations**. Customer's Tenants and related systems will require configuration changes and Customer agrees to make and test such changes, as necessary, to validate that Customer's Tenants are performing materially as they were when hosted in Workday's data centers once Customer's Tenants are moved to a Public Cloud Platform. Customer understands and agrees that while Workday will provide guidance as to the type of changes that may be necessary, Customer must (i) identify any Customer-specific changes that may be required, (ii) perform adequate testing of the changes, and (iii) make these changes once their Production Tenant is moved. Customer further acknowledges and agrees that these configuration changes may be required for full functionality in their Tenant, and further that the Service Availability and Service Response commitments in the SLA shall not apply until any such changes are made by Customer. An illustrative example of a configuration change that Customer will need to make are changes to the Uniform Resource Locators (URLs) that identify Customer's Tenant and which Customer will need to update in single sign-on identity providers, integration jobs, and notifications. Workday will not be able to provide redirection from the original URLs; Customer acknowledges that calls to original Tenant URLs will fail once the Tenant is moved.

5. **Implementation Tenant**. For the purposes of enabling Customer to carry out and test the various configuration changes and validate that Customer's Tenants are performing materially as they were when hosted in Workday's data centers, Workday will, upon Customer's written request, initially provide Customer with a copy of their Production Tenant in an implementation instance ("Implementation Tenant") on a Public Cloud Platform in U.S. Region. The Implementation Tenant will be provided without additional

charge for a period of up to two (2) months, after which period such Tenant will be deleted unless Customer notifies Workday in writing that it would like to retain the Tenant. If Customer decides to keep the Implementation Tenant, charges for such Tenant after the two-month period referenced above will be levied at Workday's then-current rates for additional Tenants unless a different rate is mutually agreed upon by the parties and may require an Order Form between the parties.

6. **Service SKU Availability**. While certain Service SKUs and/or Innovation Services may not be available on the Public Cloud Platform as of the Acknowledgement Effective Date, Workday confirms that all SKUs and Innovation Services to which Customer is currently subscribed or opted-in are available on the Public Cloud Platform as of the Acknowledgement Effective Date.

7. **Subprocessors**. The Workday Service hosted on the Public Cloud Platform is delivered using Subprocessors identified on the Subprocessor List. "**Subprocessor List**" means the list, currently located at https://www.workday.com/en-us/legal/subprocessors.html, identifying the Subprocessors that are authorized to Process Personal Data under the Agreement.

Except as amended hereby, the Agreement shall remain in full force and effect. This Acknowledgement may be executed in counterparts or by electronic signatures.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Acknowledgement as of the Acknowledgement Effective Date:

County of Galveston (Precision Task Group, Inc.)	**Workday, Inc.**
Signature	Signature Matt Edwards
Name	Name Assistant General Counsel, Global Contract Operations
Title	Title 6/26/2025
Date Signed	Date Signed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*23.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 6/27/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of Palo Threat Prevention for 415's renewal with MGT Impact Solutions LLC submitted by Information Technology**

7) **PEID No: Pending PEID**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: 5423000**
11) **Vendor: MGT Impact Solutions LLC**
12) **Vendor Contract No: TIPS 230105**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $10,000**
16) **Current Year Projected: $11,453.29**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 8/30/2026
26) **Contract # Issued by Purchasing Department: 227771**

NOTES: TIPS 230105

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	6/27/25 2:55 pm
2	Misty Witmer	Approve	6/30/25 8:22 am
3	Melissa Fleming	Approve	6/30/25 10:32 am
4	Rufus Crowder	Approve	6/30/25 2:41 pm
5	Diana Huallpa	Approve	6/30/25 5:55 pm
6	Sergio Cruz	Approve	7/1/25 6:00 pm
7	Veronica Van Horn	Approve	7/10/25 11:49 am

Office of Information Technology – 5WH

Title: 2025-Palo Renwal - 415

Description: Threat Prevention for 415s

For who: IT

Location: County

When needed: 7/30/2025

Justification: Threat Prevention provides:
Antivirus, anti-spyware (command-and-control), and vulnerability protection.
WildFire:
The WildFire subscription service provides enhanced services for organizations that require immediate coverage for threats, frequent WildFire signature updates, advanced file type forwarding

Item	Qty	Per Unit $	Total
1YR Renewal - PA 415, Threat Prevention	8	1431.66	11,453.29

Total spend: 11,453.29

Is this item budgeted: ☑ **Yes** ☐ **No** **Budgeted amount:** 10000.00

If not budgeted, describe

how item is to be funded?:

Is this a renewal?: ☑ **Yes** ☐ **No** **Current expiration date:**

DIR Contract?: ☐ **Yes** ☑ **No** **DIR Contract #** TIPS 230105

Account: 1101159100 5423000

Submitted by: Brian Brownson **Date:** 6/24/20

REQUEST ID- # 45376

Renewal Palo - 415 Threat Prevention

Requested by Brownson, Brian on Jun 24, 2025 05:58 AM | Approval Status : Not Configured

Request Details

Request Type	Service Request	Mode	Not Assigned
Status	Open	Level	Not Assigned

Requester Details

Requester Name	Brownson, Brian	Assets	-

Site	Base Site	Category	Network
Group	Business Office	Sub Category	Firewall
Technician	Michaels, Lauren	Item	Not Assigned

Created Date	Jun 24, 2025 05:58 AM	Responded Time	Not Configured
Due by date	Jul 2, 2025 08:00 AM	Completed Time	Not Configured
Response Due Date	Not Configured		

Emails to Notify	-

Created By	Brownson, Brian	Department	Information Technology
Template	Ad-Hoc Service	Service Category	Ad-Hoc
SLA	6 Day Resolution		

Description

Threat Prevention provides: Antivirus, anti-spyware (command-and-control), and vulnerability protection. WildFire: The WildFire subscription service provides enhanced services for organizations that require immediate coverage for threats, frequent WildFire signature updates, advanced file type forwarding

This will renewal all 8 415s.

Requester Details

Brownson, Brian
brian.brownson@galvestoncountytx.gov

Employee ID	E100882
Phone	+14097662517
Mobile	-
Job Title	IT Security & Continuity Manager

Site	Base Site
Department	Information Technology
Reporting Manager	Martinez, Chris
Test	-

Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date
Spare # 81	Nighthawk M6	Air Cards	Asset	Netgear	-
HX813H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
HW813H3	U2722D	Monitor	Component	Dell	Mar 16, 2025
foc2549ya0k	Catalyst 3560-CX	Switch	Asset	Cisco	-
FCH2243GAHB	CP 8851	Desktop Phones	Asset	Cisco	-
4q5b2n3.gc.pri	OptiPlex 5090	Workstation	Asset	Dell Inc.	-
1750NKN816500	DS416	Server	Asset	Synology	-
0F01XWR23083BF	Surface Pro 9	Workstation	Asset	Microsoft	-

Q-37032

MGT Impact Solutions, LLC
6650 W. Sam Houston Pkwy N. Suite 450
Houston, TX TX
Phone: (281) 310-9800
Fax: (866) 535-3925

Presented To:
Galveston County

Date: 6/23/2025
Valid Until: 7/23/2025
Terms: NET 30

ATTN: Brian Brownson
(713) 906-8456
brian.brownson@galvestoncountytx.gov

Contract #: TIPS 230105

Submitted By: Dave Kapavik
dkapavik@layer3com.com

Palo Alto 2025 Renewal

This section intentionally left blank.

Part#	MFG Part#	Description	List Price	GC Price	Qty	Ext. Price	HW Serial#	Start Date	End Date
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,027.00	$770.25	1	$770.25	028009000537	09/11/2025	09/10/2026
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,029.81	$772.36	1	$772.36	028009000545	09/10/2025	09/10/2026
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,029.81	$772.36	1	$772.36	028009000503	09/10/2025	09/10/2026
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,029.81	$772.36	1	$772.36	028009000506	09/10/2025	09/10/2026
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,027.00	$770.25	1	$770.25	028009000509	09/11/2025	09/10/2026
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,027.00	$770.25	1	$770.25	028009000535	09/11/2025	09/10/2026
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,029.81	$772.36	1	$772.36	028009000531	09/10/2025	09/10/2026
PLO-PAN-PA-415-BND-CORESEC-R	PAN-PA-415-BND-CORESEC-R	PA-415, Precision AI Network Security Subscription Renewal Bundle (Advanced Threat Prevention, Advanced URL Filtering, Advanced Wildfire, Advanced DNS Security and Advanced SD-WAN), 1 years (12 months) term	$1,027.00	$770.25	1	$770.25	028009000534	09/11/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000503	09/04/2025	09/10/2026

PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000506	09/04/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000537	09/04/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000531	09/04/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000509	09/04/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000534	09/04/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000535	09/04/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-415-R	PAN-SVC-PREMUSG-415-R	PA-415, For US Government accounts only, Premium support, 1 year (12 months) term, renewal.	$370.98	$348.72	1	$348.72	028009000545	09/04/2025	09/10/2026
PLO-PAN-SVC-PREMUSG-PRA-25-R	PAN-SVC-PREMUSG-PRA-25-R	For US Government accounts only. Premium support renewal, Panorama 25 devices	$2,652.22	$2,493.09	1	$2,493.09	000702155942	08/19/2025	09/10/2026
				Total		$11,453.29			

Billing Terms	One Time

Total Cost	$11,453.29

ADDENDUM NO. 1 TO TIPS CONTRACT 230105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

The following Contract, and all rights and obligations herein, have been permanently assigned by the originally awarded vendor to the Assignee who is now the legal party to this Contract as documented in the attached, executed Permanent Assignment, signed by authorized signatories for all parties.

The Interlocal Purchasing System (TIPS)
A Department of Education Service Center, Region 8 - (a Texas governmental entity)
4845 US Highway North, Pittsburg, Texas 75686

Permanent Assignment of TIPS Contract(s)
This is a Tri-Party Assignment Agreement.

The intent of this form (the "Agreement" or the "Assignment") is for a TIPS contracted vendor ("Assignor") to permanently assign all rights and obligations described under the The Interlocal Purchasing System (TIPS) contract(s) held by the Assignor named herein. The Assignor retains no rights under the assigned contract(s). This contractual assignment of rights and obligations is exclusive and not rescindable by the Assignor.

TIPS reserves the immediate right of rescission of this assignment at will, for cause, no cause or for convenience, with written or electronic notice to the other two (2) parties to this assignment at the addresses provided in the signature block herein.

TIPS Contract(s) name and number: 220802 Academic and Educational Goods and Services

220601 Consulting and Other Related Services

230105 Technology Solutions, Products and Services

Assignor (original TIPS contract holder): MGT of America, LLC dba MGT of America Consulting, LLC

Assignee (company assigned contract): MGT Impact Solutions, LLC

Effective Date of Assignment(s): 9/25/2024

The Assignor permanently assigns the Assignor's contractual rights and obligations under the specified TIPS contract(s) to the named Assignee ("Assignee") as described herein until Assignor's TIPS contract(s) expires by its terms or this Assignment Agreement is terminated as provided therein or herein. The Assignee agrees to be bound by all terms and conditions of the named TIPS contract(s) and must comply with all applicable federal, state and local law, regulations and rules. It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. The Assignor's TIPS Agreement, the incorporated TIPS Request for Proposal and the Assignor's response to the TIPS Request for Proposal are hereby incorporated herein in full and are as binding upon the Assignee as they are upon the Assignor and if all named documents for Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

Payment of TIPS Administration Fees, as provided for in the documents named in Exhibit "A," shall be the responsibility of the Assignee. The TIPS Administration Fee is set forth in Exhibit "A" and is

up to 4% of the total price of any sale under the assigned TIPS contract(s). The Assignee shall pay the designated TIPS Administration Fee which is up to 4% of the total price of any sale under the assigned TIPS contract(s).
If applicable, payment and performance or other bonding requirements of the TIPS Member are the responsibility of the Assignee.

In consideration thereof, the Assignor acknowledges receipt of proper and agreed compensation by the Assignee.

The Assignor warrants and covenants the following with regard to the contractual rights which the Assignor has assigned:

1. that they are still owing to the Assignee over and above all claims for setoff or otherwise;
2. that the Assignor, with the agreement of TIPS, has the right to assign the contract;
3. that the Assignor will not do any act which may prevent or hinder the Assignee from enforcing the assigned contractual rights; and
4. that the Assignor has not done or knowingly permitted any act, deed or thing by which the contractual rights can be impeached or affected in any manner.
5. The Assignor directs the Assignee to complete the contractual obligations, which would otherwise be the responsibility of the Assignor, but which have been transferred as indicated herein, with the Assignee.
6. It is agreed that this Assignment will inure to the benefit of and be binding upon the parties to this Assignment, their heirs, executors, administrators, successors and assigns, respectively.

This Agreement will be construed in accordance with and governed by the laws of the State of Texas and venue for any action involving Education Service Center Region 8 and/or TIPS as a party shall be in Camp County, Texas.

All Parties understand and agree that all TIPS Administration Fees on sales reported to TIPS prior to the Effective Date of this Agreement must be paid by Assignor before execution of this agreement. All sales reported to TIPS after the Effective Date of this Agreement, whether made by Assignee or Assignor and whether made before or after the Effective Date of this Agreement, shall be assumed and paid by Assignee. (Ex. Assignor makes a TIPS sale on January 1, Effective Date of Assignment is February 1 of the same year, the sale is reported to TIPS March 1 of the same year, Assignee shall be legally responsible for the TIPS Administration Fees due to TIPS for that sale).

In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or invalidate any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts both verbal and written, between the Assignor and the Assignee have been superseded by this Agreement.

There are no third-party beneficiaries to this Agreement.

Notwithstanding the assignment of rights and obligations contained within the terms of this Agreement, no assignment or transfer of any rights or obligations under the documents identified as

Exhibit "A" or under this Agreement shall be made without prior notification of and written permission of TIPS.

The parties intend this statement of this Agreement including Exhibit "A" to constitute the complete, exclusive, and fully integrated statement of the Agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature.

The parties have each caused the foregoing to be executed by their respective authorized representatives as of the date specified by the final signatory. This assignment is not effective until all parties listed have signed and dated.

The Interlocal Purchasing System (TIPS)

Printed Name of Authorized Signatory: David Fitts

Signature: David Wayne Fitts

Title: Executive Director

Address: 4845 US Highway 271 North

City, State Pittsburg, TX

Zip: 75686 Date: 09.27.2024

Name of Assignor Company: MGT of America, LLC dba MGT of America Consulting, LLC

Printed Name of Authorized Signatory: A. Trey Traviesa

Signature:

Title: President and CEO

Address: 4320 West Kennedy Blvd., Suite 200

City, State Tampa, FL

Zip: 33609 Date: 9/25/2024

Name of Assignee Company: MGT Impact Solutions, LLC

Printed Name of Authorized Signatory: A. Trey Traviesa

Signature:

Title: President and CEO

Address: 4320 West Kennedy Blvd., Suite 200

City, State Tampa, FL

Zip: 33609 Date: 9/25/2024

EXHIBIT "A" DESCRIBED HEREIN IS ATTACHED OR HYPERLINKED BELOW

Exhibit "A" includes:

1. Assignor's TIPS Vendor Agreement is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

2. The TIPS Request for Proposal related to this assignment is hereby incorporated as if fully set forth herein and is as binding upon the Assignee as it is upon the Assignor.

3. Assignor's response to the TIPS Request for Proposal is hereby incorporated as if fully set forth herein and are as binding upon the Assignee as they are upon the Assignor.

TIPS staff inserts below the above-named documents:

Assignor's TIPS Vendor Agreement:
https://www.tips-usa.com/assets/Vendorspdf/220802_CONTRACT_Academic_Educational_MGT_of_American_Consulting.pdf
https://www.tips-usa.com/assets/Vendorspdf/220601_CONTRACT_Consulting_MGT_of_America_Consulting.pdf
https://www.tips-usa.com/assets/Vendorspdf/230105_CONTRACT_Technology_MGT_of_America_Consulting.pdf

TIPS Request for Competitive Sealed Proposal:
https://www.tips-usa.com/assets/Commoditypdf/220802%20RFP%20Specifications.pdf
https://www.tips-usa.com/assets/Commoditypdf/220601%20RFP%20Specifications.pdf
https://www.tips-usa.com/assets/Commoditypdf/230105_TIPS_Request_for_Proposal_(RFP).pdf

Assignor's Response to the TIPS Request for Competitive Sealed Proposal:
https://www.tips-usa.com/assets/Vendorspdf/220802_CONTRACT_Academic_Educational_MGT_of_American_Consulting.pdf
https://www.tips-usa.com/assets/Vendorspdf/220601_CONTRACT_Consulting_MGT_of_America_Consulting.pdf
https://www.tips-usa.com/assets/Vendorspdf/230105_CONTRACT_Technology_MGT_of_America_Consulting.pdf

It is the responsibility of the Assignor to provide, and the responsibility of the Assignee to request/receive/review all applicable contract pricing and contract documents that the Assignor deemed confidential which are not hyperlinked or attached hereto prior to execution. If all of the foregoing confidential/pricing documents or those documents named in Exhibit "A" are not attached or hyperlinked, they are incorporated herein by reference as if copied verbatim. It is the responsibility of each party to obtain and read each document named in Exhibit "A" prior to signing. The signature of a party is express confirmation that the signing parties read, understand, and agree to the terms of the documents identified in Exhibit "A."

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

MGT of America Consulting, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,**

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: MGT of America Consulting, LLC

Vendor Address: 4320 West Kennedy Blvd., Ste 200

City: Tampa State: FL Zip Code: 33609

Vendor Authorized Signatory Name: Robert Holloway

Vendor Authorized Signatory Title: Senior VP Market Development and Chief Strategy Officer

Vendor Authorized Signatory Phone: 888.302.0899

Vendor Authorized Signatory Email: RHolloway@mgtconsulting.com

Vendor Authorized Signature: Date: 02/15/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/5/2023

230105
MGT of America Consulting, LLC
MGT of America, LLC
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

MGT of America Consulting, LLC Information

Contact: Vicente Rendon
Address: 4320 W Kennedy Blvd Suite 200
Tampa, FL 33609
Phone: (813) 327-4717
Email: vrendon@mgtconsulting.com
Web Address: https://www.mgtcyber.com/

By submitting your response, you certify that you are authorized to represent and bind your company.

Maureen Cholewka
Signature

mcholewka@mgtconsulting.com
Email

Submitted at 2/17/2023 12:38:00 PM (CT)

Requested Attachments

Pricing Form 1 — 230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 — 230105 Pricing Form 2 (1).xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents — *No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement — 230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form — 230105 Vendor Agreement Signature Form_SIGNED.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form — 230105 Reference Form - Completed.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form — 230105 Required Confidentiality Claim Form_SIGNED.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ — Conflict of Interest Questionnaire - Form CIQ_SIGNED.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL Disclosure of Lobbying Activities - Standard Form - LLL.pdf

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 MGT of America Consulting W-9 and Memo 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) *No response*

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO
2	**Historically Underutilized Business (HUB)** Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Innovative, customized Cyber Security Solutions and Services

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Alton Kizziah

7 Primary Contact Title

Primary Contact Title

Executive Vice President and General Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

akizziah@mgtconsulting.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8133274717

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

0

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

0

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Tonya Vera

13 **Secondary Contact Title**

Secondary Contact Title

Director of Sales

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

TVera@mgtconsuting.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8133274717

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

0

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

0

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Carla Luke

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

cluke@mgtconsulting.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8133274717

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Carla Luke

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

cluke@mgtconsulting.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8133274717

24 Company Website

Company Website (Format - www.company.com)

www.mgtconsulting.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

MGT of America, LLC dba MGT of America Consulting, LLC

26 Primary Address

Primary Address

4320 W. Kennedy Blvd

27 Primary Address City

Primary Address City

Tampa

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

Florida

29 Primary Address Zip

Primary Address Zip

33609

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Software as a Service, SaaS, Managed Security Services Provider, Managed Detection and Response, SIEM, Information Technology, Cyber Security, Cybersecurity, Technical Solutions, Network Assessment, Network Audit, Firewall, Penetration Testing, Cloud-based

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Tampa

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Florida

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

49

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

5%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes

4 1	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
4 2	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
4 3	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44 Non-Collusive Bidding Certificate

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;

2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and

4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45 Antitrust Certification Statements (Tex. Government Code § 2155.005)

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes

55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

66	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Some

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

77 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

81 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82 **2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	MGT of America Consulting, LLC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Nam	Valid Contact Email	Valid Contact Phone
City of Fremont, California	Janice Becerra	jbecerra-scola@fremont.gov	510-494-4620
City of Lawrenceville, Georgia	Kyle Parker	Kyle.Parker@Lawrencevillega.org	678-407-6406
Transportation Corridor Agencies	Gordon Blakey	gblakey@thetollroads.com	949-754-3478
Howard County Public Schools	Phillip Dixon	phillip_dixon@hcpss.org	410-313-6600
Tuskegee University	Jamillah McCray	jmccray@tuskegee.edu	334-724-4181

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: MGT of America Consulting, LLC

Vendor Authorized Signatory Name: Robert Holloway

Vendor Authorized Signatory Title: Senior VP Market Development and Chief Strategy Officer

Vendor Authorized Signatory Email: RHolloway@mgtconsulting.com

Vendor Address: 4320 West Kennedy Blvd., Ste 200

City: Tampa State: FL Zip Code: 33609

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____ Robert Holloway

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*24.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 6/27/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of TreeSize Professional Software Renewal with SHI Govt Solutions submitted by Information Technology**

7) **PEID No: 703308**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: 5419301**
11) **Vendor: SHI Govt Solutions**
12) **Vendor Contract No: OMNIA 2024056-02**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $250.00**
16) **Current Year Projected: $341.80**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 8/9/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 8/9/2026
26) **Contract # Issued by Purchasing Department: 227828**

NOTES: HB1295 Requested

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	6/27/25 4:59 pm
2	Misty Witmer	Approve	6/30/25 8:23 am
3	Melissa Fleming	Approve	6/30/25 2:23 pm
4	Rufus Crowder	Approve	6/30/25 2:41 pm
5	Diana Huallpa	Approve	6/30/25 5:54 pm
6	Sergio Cruz	Approve	7/1/25 6:00 pm
7	Veronica Van Horn	Approve	7/10/25 11:54 am

Office of Information Technology – 5WH

Title: TREESIZE PROFESSIONAL RENEWAL

Description: TreeSize Software Maintenance Renewal- TreeSize Professional-10 user license-maintenance renewal for 12 months Client ID: 455707

For who: IT Infrastructure

Location: IT Datacenter

When needed: 08/09/2025

Justification: TreeSize Pro is used to analyze space usage on the servers. We use this software to keep disk utilization records for trend analysis of the servers.

Item	Qty	Per Unit $	Total
TreeSize Professional Single License Maintenance Renewal for 12 months Part number: 101u_12	10	34.18	341.80

Total spend: 341.80

Is this item budgeted: ☑ **Yes** ☐ **No** **Budgeted amount:** 250.00

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☑ **Yes** ☐ **No** **Current expiration date:** 8/9/25

DIR Contract?: ☐ **Yes** ☑ **No** **DIR Contract #** OMNIA 2024056-02

Account: 1101159100 5419301

Submitted by: Lauren Michaels **Date:** 6/27/25

Pricing Proposal
Quotation #: 26307291
Created On: Jun-16-2025
Valid Until: Jul-16-2025

TX-County of Galveston

Lauren Michaels
Phone: (409) 770-6233
Fax: (409) 765-2665
Email: Lauren.Michaels@co.galveston.tx.us

Client Solutions Manager

Teresa Sapichino
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	TreeSize Professional - Single License - Maintenance Renewal for 12 months JAM Software - Part#: 101u_12 Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: Aug-09-2025 – Aug-09-2026 **Note:** Software. ESD.	10	$34.18	$341.80
			Total	$341.80

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Galveston County, Texas
Tentative Budget
Fiscal Year 2025 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New (Y/N) Contract #	Qty	Unit Cost	Requested Budget	Tentative Budget
1101		**Fund General Fund**									
1591		**Department: Information Technology**									
159100		**Division: Information Technology**									
5419301	01	OnBase Annual Maintenance	10/01/2024	09/30/2025	BIDCON	SOFTWARE	N	1	193,100	193,100	193,100
						Bid and Contract Vendor	TBD				
5419301	01	OSSI Maintenance	10/01/2024	09/30/2025	BIDCON	SOFTWARE	N	1	290,000	290,000	290,000
						Bid and Contract Vendor	TBD				
5419301	01	Printech Maintenance	10/01/2024	09/30/2025	BIDCON	SOFTWARE	N	1	3,000	3,000	3,000
						Bid and Contract Vendor	TBD				
5419301	01	Granicus Website	10/01/2024	09/30/2025	BIDCON	SOFTWARE	N	1	29,000	29,000	29,000
						Bid and Contract Vendor	TBD				
5419301	01	Reportal	10/01/2024	09/30/2025	BIDCON	SOFTWARE	N	1	700	700	700
						Bid and Contract Vendor	TBD				
5419301	01	RightFax	10/01/2024	09/30/2025	BIDCON	SOFTWARE	N	1	14,500	14,500	14,500
						Bid and Contract Vendor	TBD				
5419301	01	TreeSize	10/01/2024	09/30/2025	BIDCON	SOFTWARE	N	1	250	250	250
						Bid and Contract Vendor	TBD				

DocuSign Envelope ID: 107A148C-A77A-42BF-B3A8-41D6D40E279E

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and SHI Government Solutions, Inc.:

SHI GOVERNMENT SOLUTIONS INC.

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its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

   a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

   b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com

to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email monthly, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the

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six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING**

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INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F). FOR THE AVOIDANCE OF DOUBT, THE INDEMNITY OBLIGATIONS SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY IN ANY WAY TO HARM ARISING OUT OF ANY THIRD-PARTY PRODUCTS, SOFTWARE, AND/OR SERVICES RESOLD BY VENDOR UNDER THIS AGREEMENT.

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, THIRD PARTY CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, REASONABLE ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR TO THE EXTENT NOT PROXIMATELY CAUSED BY TIPS OR TIPS MEMBERS.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS

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Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **RESERVED**.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Both Parties hereby waive any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from either Parties' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits, in a reasonable manner during normal business hours, of Vendor's TIPS Pricing or TIPS Sales with thirty-days' written notice unless the audit is ordered by a Court Order or

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by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm, except third party contingency fee auditors, to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member with thirty (30) days written notice. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

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General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

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42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments within thirty (30) days for TIPS Sales directly to Vendor or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the undisputed invoice. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** With Vendor's prior written consent, Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement

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during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

52. **Limitation of Liability.** Neither party will be liable for any special, punitive, indirect, incidental, or consequential damages including but not limited to loss of or damages to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, whether or not a party has been advised of the possibility of such damages.

    Except in the case of breach of each Party's liability for personal injury/property damage, either Party's total cumulative liability to the other in connection with this Agreement, whether in contract, tort or other theory, will not exceed the total amount of fees actually paid or payable by the TIPS Member to the Vendor under this Agreement for the year previous to the incident which gave cause for such liability.

53. **Warranty Disclaimer:** Except as otherwise provided in this Agreement, Vendor disclaims all other warranties, either express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose, warranty of noninfringement, or any services. The disclaimer does not affect the terms of any warranty provided by a product manufacturer/publisher.

54. **Return Policy:** Any returns of third party products furnished by Vendor shall be governed by Vendor's return policy located at: www.SHI.com/returnpolicy.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

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TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: SHI Government Solutions, Inc.

Vendor Address: 3828 Pecana Trail

City: Austin State: TX Zip Code: 78749

Vendor Authorized Signatory Name: Kristina Mann

Vendor Authorized Signatory Title: Sr. Manager - Contracts, Legal

Vendor Authorized Signatory Phone:

Vendor Authorized Signatory Email: Contracts@shi.com

Vendor Authorized Signature: DocuSigned by: Kristina Mann EA418E789F09404... Date: 5/15/2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/18/2023

230105
SHI Government Solutions
Supplier Response

Event Information

Number: 230105
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SHI Government Solutions Information

Contact:	Texas Team
Address:	3828 Pecana Trail Austin, TX 78749
Phone:	(800) 870-6079
Toll Free:	(800) 870-6079
Email:	texas@shi.com
Web Address:	texas.gs.shi.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Wilson Garcia
Signature

Wilson_Garcia@shi.com
Email

Submitted at 2/17/2023 08:06:40 AM (CT)

Requested Attachments

Pricing Form 1

SHI GS - 230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

SHI GS - 230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

SHI GS - TX-Region 8 RFP Exceptions.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

SHI - 230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

SHI GS - 230105 Reference Form.xlsx

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

SHI GS - 230105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

GS W9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

SHI LOGO_GovernmentSolutions.png

SHI GS logo

SHI GS Response - Region_8_ESC_Technology_Solutions_Products_and_Services.pdf

SHI GS response document

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

YES

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

Yes

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

N/A Vendor is authorized to do business in all 50 states.

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

SHI Government Solutions is a provider of computer software, hardware, cloud, peripherals, networking products, accessories and a broad range of IT professional services.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Wilson Garcia

7 Primary Contact Title

Primary Contact Title

Capture and Business Development Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

Wilson_Garcia@shi.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

7739373241

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Dakota Haines

13 **Secondary Contact Title**

Secondary Contact Title

District Sales Manager

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

Dakota_Haines@shi.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

5126327347

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Keith Markowski

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

Keith_Markowski@shi.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

7328688846

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

SHI Texas Team

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

texas@shi.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8008706079

24 **Company Website**

Company Website (Format - www.company.com)

www.texas.gs.shi.com/account-home

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

3828 Pecana Trail

27 **Primary Address City**

Primary Address City

Austin

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

78749

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

SHI, Computer, Software, SaaS, Software as a Service, Hardware, Networking, Peripherals, IT, IT Professional Services, Services, IT Services, Cloud, Data Center, Security, Cybersecurity, Virtual Reality, Tablet, Notebook, Desktop, Laptop, Hard Drive, Thin Client, PC Components, PC Accessories, Memory, Displays, Projector, Digital Signage, IT Equipment, A/V Equipment, Storage, Software Defined Storage, WAN, LAN, Surveillance, Cameras, Body Worn Cameras, Printer, Scanner, Imaging, Access Points, Router, Routers, Education, Government, Dell, EMC, Dell EMC, HP, HPE, Aruba, Hewlett Packard, NetApp, Nutanix, Mimecast, Microsoft, Surface, Adobe, Apple, Lenovo, VMware, Airwatch, Veeam, Power, UPS, Battery, AWS, Amazon Web Services, Google, Google Cloud, Azure, IBM, APC, Eaton, Vertiv, McAfee, Splunk, Forcepoint, Trend Micro, Red Hat, MicroFocus, Palo Alto, Pure Storage, Cisco, Cylance, Acer, Asus, CommVault, KnowBe4, Proofpoint, ServiceNow, SentinelOne, Symantec, Thycotic, Carbon Black, LG, Logitech, Samsung, ViewSonic, RSA, CrowdStrike, SolarWinds, Tableau, NEC, Quest, Citrix, Cohesity, Lifecycle Services, End User Computing, Training, Project Management, Identity and Access Management, Application Security, Cloud Security, Migration, Installation, Warranty, Mobility, Unified Communications, System Management, Infrastructure, Data Protection, Colocation, Backup, Disaster Recovery, Veritas, Sophos, Unitrends, Tripp Lite, SonicWall, Fortinet, Fujitsu, Canon, Intel, Epson, Nuance, MobileIron, Okta, Zerto, Zscaler, TeamViewer, C2G, Ergotron, Honeywell, Nimble, Pure Storage, Druva, Avaya, Poly, Polycom, Zoom Video, Carbonite, Simplivity, Tintri, OneLogin, Informatica, Zendesk, Centrify, Dropbox, Box, F5, Mobile Device Management, Mobile App Management, Egnyte, Accellion, Cherwell, IT Asset Management, Virtualization, HyperConverged Infrastructure, Collaboration, Lifesize, Data Protection, Telephony, Conferencing, Smart Phone, Jabra, Kensington, Kingston, Belkin, Switches, Load Balancing, Firewall, Brocade, Ruckus Wireless, Aerohive, Extreme Networks, Juniper, Kemp, Blue Coat, Barracuda, Riverbed, NetScout, Servers, Server, Supermicro, End Point Security, Converged Infrastructure, Public Cloud, Private Cloud, Hybrid Cloud, CA Technologies, Shot Detection Software, Cooling, Datacenter, Archiving, Arcserve, Replication, Business Continuity, E-Discovery, Software Management, Device as a Service, Encryption, Data Loss Prevention, DLP, Compliance, Web Gateway, Web Filtering, Email Gateway, Check Point, Intrusion Prevention, Information Security Management, ISM, Single Sign-On, Authentication, Multi-Factor Authentication, Multifactor Authentication, Event Management, Access Management, Identity, Management, IAM, Tenable, RSA, MacBook, iPad, iPhone, Email Security Appliance, Web Security Appliance, Cloud Email Security, Latitude, PowerEdge, OpenStack, vSphere, eDiscovery, Elite, MFD, MFP, ThinkPad, ThinkCentre, Hyper-V, Flash Storage, All Flash Arrays, Video Wall, Interactive White Board, Endpoint Encryption, Access Manager, Replication, WorkSpace One, Horizon, vRealize, vCloud, vCloud Air, Big Data, Cloud Optimization, Workload Migration, App Modernization, Infrastructure Modernization, Storage and Disaster Recovery, HUB, M/WBE, Technical Support, Maintenance, Renewals, Asset Disposal, Software Platform, Chromebook, Whiteglove services, Solution Architect, IT Assessments, Configuration Services, Asset Recovery, Penetration Testing, Security Posture Review, Compliance Assessment, Social Engineering Assessment, Asset Management, Software License Management, Gaming, Esports

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Austin

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

24

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

0%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39	**"Catalog Pricing" and Pricing Requirements** **<u>This is a requirement of the TIPS Contract and is non-negotiable.</u>** In this solicitation and resulting contract, "Catalog Pricing" shall be defined as: "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that: A. is regularly maintained by the manufacturer or Vendor of an item; and B. is either published or otherwise available for review by TIPS or a customer during the purchase process; C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied. If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing. YES
40	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? No

41	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
42	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;
45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

56	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

57	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67 **Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes

68 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

None

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? No

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
76	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
77	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

80	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes

81	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

85	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

86 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

87 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

88 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

89	**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance** Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable. Does Vendor certify? Yes
90	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes

91 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	SHI Government Solutions

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Nam	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Tarrant County College District	Pat Boudreau	Pat.Boudrea@tccd.edu	817-515-5892
County of Bexar Judson Independent School District	Matthew Fields	mfields785@judsonisd.org	210-410-2550
Brownsville Independent School District	Reynaldo Villanueva	rvillanueva@bisd.us	956-698-1248

TIPS CONTRACT 230105

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: SHI Government Solutions

Vendor Authorized Signatory Name: Dan Calabrese

Vendor Authorized Signatory Title: Sr. Proposal Specialist

Vendor Authorized Signatory Email: Dan_Calabrese@shi.com

Vendor Address: 3828 Pecana Trail

City: Austin State: TX Zip Code: 78749

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Dan Calabrese

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 6/30/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration for authorization to utilize cooperative purchasing agreement in lieu of competitive bidding requirements to purchase Audio Visual System Upgrade for the Agrilife building with Ford Audio-Video Systems, LLC on behalf of the Information Technology Department submitted by the Purchasing Agent**

7) **PEID No: Pending**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: 5310001, 5481000, 5745000**
11) **Vendor: Ford Audio Video Systems, LLC**
12) **Vendor Contract No: TIPS 230901**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $77,000.00**
16) **Current Year Projected: $64,180.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 7/7/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 0706/2026

26) Contract # Issued by Purchasing Department: 227985

NOTES: Extraordinary Supplies- $23,000; Other contract Services- $26,000; Technology Hardware- $28,000

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/15/25 5:06 pm
2	Misty Witmer	Approve	7/15/25 5:10 pm
3	Melissa Fleming	Approve	7/16/25 7:55 am
Notes:	VVH approved		
4	Veronica Van Horn	Approve	7/16/25 7:55 am
5	Diana Huallpa	Approve	7/16/25 9:14 am
6	Sergio Cruz	Approve	7/16/25 9:21 am
7	Veronica Van Horn	Approve	7/16/25 12:45 pm

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor. Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 30, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: Request to Utilize Cooperative Purchasing Agreement
Department of Enterprise Services

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271.102, Cooperative Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262.023, Competitive Requirements for Certain Purchases to procure the following:

- **Audio Visual System Upgrade for the AgriLife Building**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Michaels, Lauren
Sent: Sunday, June 29, 2025 1:58 PM
To: Dickey, Tammy
Cc: Witmer, Misty
Subject: Permission to use cooperative purchasing program
Attachments: sckm-HILLD-GCTXGAL3-310854B-Combinable Meeting Room AV.pdf

Importance: High

Good afternoon Tammy,

The Office of Information Technology would like to ask Commissioners Court, on the July 7th agenda, for permission to utilize cooperative purchasing in lieu of formal solicitation to procure Audio Visual System Upgrade for AgriLife with Ford Audio-Visual Systems, LLC.

Please let me know if there is anything else that you need.

Thank you,

Lauren Michaels
Enterprise Business Manager
722 Moody, 6th floor, Galveston, TX 77550
LaurenMichaels@galvestoncountytx.gov
409.770.6233
galvestoncountytx.gov

DEPARTMENT of ENTERPRISE SERVICES

NOTE TO OUR CUSTOMERS: *To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk via the web portal, emailing* **tickets@galvestoncountytx.gov** *or calling* **X2685.**

REVISED June 19, 2025

Mr. Lenny Gonzales
Galveston County
722 21st Street
Galveston, TX 77550

RE: Combinable Meeting Room AV

Dear Mr. Gonzales:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

A. Introduction
B. Description of Work and Responsibilities
C. Installation Schedule
D. Equipment List
E. Cost Summary and Terms
F. Guarantees and Limitations of Warranty
G. Training and Documentation
H. Building Construction and Installation
I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford and utilizes Ford Audio-Video Systems, LLC's **TIPS Contract #230901**. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let us know if any questions arise. We look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

David E. Shriver, Jr.

Doug Hill
Senior Account Manager

Voice: 713-690-0555
Email: hilld@fordav.com
Website: www.fordav.com

FORD AUDIO-VIDEO SYSTEMS, LLC

David E. Shriver, Jr.

David Shriver
Division Manager

Proposal

For

Galveston County, Galveston, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for Galveston County of Galveston Texas (Customer) in their remodel project:

1. THE COMBINABLE MEETING ROOM -- A

a. EQUIPMENT RACK

1) One (1) 7-space equipment rack with one (1) rear door shall be provided and installed in the existing owner furnished equipment (OFE) lectern to house the AV equipment.

a) One (1) umbilical shall be created and installed for AV connectivity and electrical power.

2) The existing AV systems, including the in-ceiling speaker, the projectors and receivers, the projection screens and associated devices, shall be removed and handed to the Customer.

a) Power at the projection screens shall be disconnected by the Customer prior to Ford arriving on site.

b. AUDIO SYSTEM

1) Six (6) 1’ x 2’ full range speakers shall be provided and flush mounted in the ceiling to provide audio reinforcement in the room.

2) One (1) 2-channel, 100-watt, audio amplifier shall be provided and installed in the equipment rack to power the speakers in both Room A and Room B.

3) One (1) wireless handheld microphone system, and one (1) belt-pack wireless system with lavalier microphone shall be provided for voice amplification through the in-room ceiling speakers.

 PROPRIETARY INFORMATION. The information contained herein is for use by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

a) The receivers shall be installed in the equipment rack.

b) The microphones shall be handed to the Customer.

c) One (1) microphone charging bay with two (2) rechargeable batteries shall be provided. The handheld microphone and belt-pack transmitter can both be docked into the charge at the same time.

d) One (1) spare battery and one (1) spare lavalier microphone shall be provided and handed to the Customer.

c. VIDEO SYSTEM

1) One (1) 90” x 160” (16:9 aspect ratio) motorized, ceiling-recessed video projection screen shall be provided and installed on the front wall of the room to display Customer generated content.

a) The Customer is responsible for providing electrical power to the screen location.

b) The new screen may not fit in the exact same space, and ceiling tile work may need completed. The Customer is responsible for completing the ceiling tile installation around the new screen location after it is installed.

c) A low voltage control switch shall be provided and installed near the screen location to allow the screen to be raised or lowered as desired.

2) One (1) 8,000 lumen, 1920 x 1200 resolution (16:10 aspect ratio) video projector with laser light engine and mount, shall be provided, ceiling-mounted, and aligned with the projection screen.

3) One (1) scaling matrix switcher digital signal process and amplifier, and with HDMI and DTP inputs, as well as DTP outputs shall be provided and installed to route the AV signals.

4) One (1) HDMI input wall plate transmitter shall be provided and installed at the front of the room to allow room A input into the matrix switcher.

5) One (1) HDMI over DTP receiver shall be provided and installed and the provided projector.

d. CONTROL SYSTEM

1) One (1) 10-button control system processor with a volume knob shall be provided and wall mounted to provide control of the AV components, and shall be programmed to control the following:

a) Projector screen - up/down

b) Projector - power on/off

 PROPRIETARY INFORMATION. The information contained herein is for use by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

c) System Volume – up/down/mute

d) Mic Volume – up/down

e) Rooms – combine/uncombine

2. THE COMBINABLE MEETING ROOM -- B

a. AUDIO SYSTEM

1) Four (4) 1’ x 2” full range speakers shall be provided and flush mounted in the ceiling to provide audio reinforcement in the room.

b. VIDEO SYSTEM

1) One (1) 65” x 116” (16:9 aspect ratio) motorized, ceiling-recessed video projection screen shall be provided and installed on the front wall of the room to display Customer generated content.

a) The Customer is responsible for providing electrical power to the screen location.

b) The Customer is responsible for completing the ceiling tile installation around the new screen location after it is installed.

c) A low voltage control switch shall be provided and installed near the screen location to allow the screen to be raised or lowered as desired.

2) One (1) 8,000 lumen, 1920 x 1200 resolution (16:10 aspect ratio) video projector with laser light engine and mount, shall be provided, ceiling-mounted, and aligned with the projection screen.

3) One (1) HDMI input wall plate transmitter shall be provided and installed at the front of the room to allow room B input into the matrix switcher.

4) One (1) HDMI over DTP receiver shall be provided and installed and the provided projector.

c. CONTROL SYSTEM

1) One (1) six-button control system processor with a volume knob shall be provided and wall mounted to provide control of the AV components, and shall be programmed to control the following:

a) Projector screen - up/down

b) Projector - power on/off

c) System Volume – up/down/mute

 PROPRIETARY INFORMATION. The information contained herein is for use by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

3. THE CUSTOMER SHALL BE RESPONSIBLE FOR:

a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.

b. The Customer Representative, or their designee, must be available to review the *User Interface* (UI) submittal, provided by Ford. Review and approval in a timely manner is important to project execution and completion. Two (2) design reviews and revisions are included in this proposal. Additional revisions or failure to return the UI submittal within seven (7) business days of receipt, may result in a change order requiring additional funds to complete the project.

c. When the Customer's IT network is to be the interface for the operation of AV and control systems, the network must be fully operational at the time of Ford's arrival at the job site for installation. Failure to provide a fully operational network(s) could delay the installation and require a change order for completion.

d. The Customer shall clear the rooms involved in the installation of all activities during the period of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

Ford reserves the right to modify payment terms of this Agreement if equipment is ordered and received by Ford for this project and the project is delayed, postponed, or canceled, for any reason. Ford will invoice the Customer for the equipment that has been received, or any custom ordered items, based on pricing established in this Agreement.

e. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.

f. Electrical Power

Electrical power which is required to be installed or conduit systems which are required to support the audio/video systems, are the responsibility of the Customer, at their expense to provide, unless otherwise noted.

g. All existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.

h. Providing and preparing adequate space for the location of all equipment included in the system is the responsibility of the Customer.

i. It is Customers responsibility for making level surfaces under consoles, equipment, and racks.

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j. When AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.

k. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.

l. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.

m. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.

n. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.

4. FORD SHALL BE RESPONSIBLE FOR:

a. Providing line drawings for systems and equipment manuals electronically at no cost

b. Fabrication and installation of audio/video systems

c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems

d. Installation of low voltage audio and video wiring for systems

e. Electronic testing of audio systems

f. Tuning of audio processors

g. Testing and alignment of video systems

h. Training

i. Warranty service

j. Providing as-built drawings with wire numbers and labels

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C. INSTALLATION SCHEDULE

1. Ford will provide system drawings, purchase and fabricate equipment, program control software, and do in-shop testing. The in-shop work will take approximately ten (10) to twelve (12) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take five (5) days. The total time required to complete the project is approximately thirteen (13) weeks from agreement execution.

   The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. Due to the ongoing delays in the equipment supply chain, delays in the scheduled installation of AV systems can occur. Ford will keep you informed if scheduling changes become necessary.

2. For Ford to meet the above completion schedule, it is important the Customer warrants there are no interruptions in the availability of the job site for Ford to perform its work. Additionally, a failure of the Customer to respond timely to Ford's written requests for information or Customer-approval of submittals will delay the project. Ford schedules its workforce weeks in advance in order to meet installation completion dates. The Customer shall notify Ford's Project Manager in the event the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

D. EQUIPMENT LIST

CLASSROOM 103A & 103B-RACK/POWER/ACCESSORIES **(TIPS CONTRACT #230901)**

Quantity	Description	Price	Extension
1.00	ATLA.AP-S15A POWE,15A,COND & DIST,W/IEC COR	148.00	148.00
1.00	EXTR.60-190-01 MOUN,RACK SHELF,UNIV,1U,PRO	104.00	104.00
1.00	LOWE.LDTR-718 RACK, 7RU, 18" DEEP, DESKTOP	288.00	288.00
1.00	LOWE.LDTR-RAC7 REAR ACCESS COVER FOR LDTR SER	109.00	109.00
500.00	WEST.25225B WIRE,2C,16G,PLENUM,GRAY	.27	135.00
500.00	WEST.25291B 2,COND,22,7X30,BARE,SHLD,CMP	.12	60.00
500.00	WEST.254346AFBK CAT6A, SHIELDED WIRE	.76	380.00
		Sub Total	1,224.00

CLASSROOM 103A & B-AUDIO **(TIPS CONTRACT #230901)**

Quantity	Description	Price	Extension
10.00	EXTR.42-120-13 SPEA,FF120T,1X2 CEILING,8/70V	159.00	1,590.00
1.00	EXTR.60-1761-02 TWO CHANNEL AMP, 100W @ 70V	630.00	630.00
2.00	SHUR.MX185 LAVALIER,CARDOID	321.00	642.00
1.00	SHUR.QLXD1=-G50 BODYPACK TRANSMITTER	419.00	419.00
1.00	SHUR.QLXD2K8BG5 BLACK QLXD HH TRANSMITTER WITH	848.00	848.00
2.00	SHUR.QLXD4=-G50 1/2RACK, FREQ BAND G50	782.00	1,564.00
3.00	SHUR.SB900B LITHIUM ION,RECHARGABLE	118.00	354.00
1.00	SHUR.SBC200US BATT DUAL CHARGER	270.00	270.00
		Sub Total	6,317.00

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CLASSROOM 103A & B-VIDEO **(TIPS CONTRACT #230901)**

Quantity	Description	Price	Extension
2.00	CHIE.RPMAUW MOUN,UNIV. RPMA W/Q-LOCK WHITE	235.00	470.00
1.00	DRAP.140030U ACCESS V, 133", HDTV, MATT WHI	5,085.00	5,085.00
1.00	DRAP.140087U ACCESS V, 184", HDTV, MATT WHI	7,446.00	7,446.00
2.00	EPSO.V11HB27020 POWERLITE L890U PROJECTOR WIFI	7,730.00	15,460.00
2.00	EXTR.60-1331-13 VIDE,HDMI TWSTD PAIR EXT.RX	390.00	780.00
2.00	EXTR.60-1421-52 TRAN,LONG DIS.DTP HDMI TRAN B	492.00	984.00
1.00	EXTR.60-1583-93 100 WATT 70 V MONO AMP, AV LAN	6,612.00	6,612.00
		Sub Total	36,837.00

CLASSROOM 103A & B-CONTROL **(TIPS CONTRACT #230901)**

Quantity	Description	Price	Extension
1.00	EXTR.60-1389-01 EBP 200, 3 GANG, B&W,10 BUTTON	384.00	384.00
1.00	EXTR.60-1670-01 PANE,EBP TO BUTTON PANEL	276.00	276.00
		Sub Total	660.00

CLASSROOM 103A & B-NON-CONTRACT

Quantity	Description	Price	Extension
16.00	CABLES & CONNECTORS	33.00	528.00
10.00	MOUNTING HARDWARE	33.00	330.00
2.00	PROJECTION HARDWARE	333.00	666.00
7.00	RACK HARDWARE	19.00	133.00
10.00	SMALL SPEAKER SUPPORT	13.00	130.00
8.00	WIRE MANAGEMENT	33.00	264.00
		Sub Total	2,051.00

INTEGRATION SERVICES **(TIPS CONTRACT #230901)**

Quantity	Description	Price	Extension
	DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY	17,091.00	17,091.00
		Sub Total	17,091.00
		Merchandise:	47,089.00
		Integration:	17,091.00
		Other:	.00
		Freight:	.00
		Sales Tax:	.00
		Total Amount:	64,180.00

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E. COST SUMMARY AND TERMS

PROPOSED TOTAL: $64,180.00

TARIFFS: Ford is receiving regular notifications of material cost increases due to tariffs on products manufactured in other countries and shipped to the United States. All known tariffs have been accounted for in the pricing of this proposal.

If additional tariffs are imposed on any goods in this proposal after the delivery of this proposal to the Customer, the Customer will be responsible for the increased cost of affected goods. Conversely, if any tariffs are removed, the corresponding cost reduction will be passed on to the Customer. Agreement cost increases or decreases will be amended to the contract amount with a contact change order.

TAXES: No taxes have been included in the project 'Total Amount,' unless specifically shown on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

TERMS: The Customer shall issue a purchase order in accordance with the terms and conditions of the **TIPS Contract, #230901**.

Ford will invoice 100% upon completion.

All invoices are due Net 30.

EXTENDED WARRANTY:

In addition to Ford's Standard Warranty, Ford offers a two and three-year extended warranty on the equipment and installation provided by Ford. The same warranty guarantees and limitations described in Section F of the proposal apply. With the purchase of the extended warranty, Ford will perform one (1) pre-scheduled preventative maintenance service call during the second year of the Extended Warranty and another in the third year of the Extended Warranty, if selected. The purpose of conducting this routine preventative maintenance (PM) visit is to check the general operation of the equipment and repair the systems if needed. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.), system programming, or updating firmware.

Year 2 only: Extended Warranty $3,440.00

Year 2 & 3: Extended Warranty $7,762.00

Additional service needs can be scheduled by emailing service@fordav.com, or by calling 1-800-654-6744.

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The Year 2 and Year 3 Extended Warranties for separately priced options have not been included in the Extended Warranty totals above. Upon acceptance, the Extended Warranty for the options can be added by informing your Ford Account Manager.

ALTERNATIVE LEASING:

Leasing options are available. Please contact your Ford Account Manager for more information.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation; Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

It is agreed that the estimated duration of Ford's portion of this project is thirteen (13) weeks from the proposal acceptance date. In the event of a delay or extension of time, through no fault of Ford, Ford shall be entitled to receive a change order for the additional cost of overhead and other costs resulting from the delay. In addition, any outstanding Customer unpaid invoices and unbilled costs incurred by Ford shall become due and payable regardless of contract scheduled payments.

COMMENCEMENT OF WORK:

Ford must receive the enclosed contract signed by the Customer and/or a Customer provided and Ford approved purchase order that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above-mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this Agreement.

NON-SOLICITATION:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following

 PROPRIETARY INFORMATION. The information contained herein is for use by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

a. Equipment will be new, unless noted otherwise.

2. STANDARD WARRANTY

a. Equipment and installation provided by Ford in this proposal will be free of defects and will be repaired or replaced, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

b. Equipment and materials provided by Ford that were manufactured by other companies will be warranted under the warranty terms of the original manufacturer.

c. The warranty does not include or cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).

d. The warranty does not cover the updating of firmware in any device.

e. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "dropouts", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.

f. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.

g. Systems installed by Ford use network protocols to transmit content and data for audio, video, and control. Any modifications to the network, including, but not limited to, firmware updates, readdressing endpoints, or changes in hardware, including replacing audio, video, and control components, can cause the systems to fail. Failures, such as the

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ones listed, are not warranty issues and therefore not covered under the Ford warranty described herein.

h. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.

i. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.

j. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system, or changes to the Software performed by personnel not authorized by Ford during the warranty period. Doing so will invalidate the warranty.

k. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

3. OWNER-FURNISHED EQUIPMENT (OFE):

a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.

b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.

c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.

d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.

e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

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G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

a. Ford will host a training session near the completion of installation. All system users and interested people should attend this training so that all questions can be answered during this training.

b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.

c. Ford shall provide a training agenda for scheduled training.

d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which gives the learner a step-by-step process on how to use the technology.

b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.

c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.

d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.

e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.

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f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as digital copies of these curriculum materials.

g. All training curriculum and components will be developed and executed by a Ford Master Trainer.

h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.

i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.

2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.

3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

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3. Vibrations caused by HVAC units, pumps, environmental issues (loud adjacent spaces, traffic, airplanes, etc.), or general construction materials and methods, can cause unwanted audio intelligibility issues and image issues with cameras, video projectors, flat panel displays, and direct view LED video wall walls. Issues such as these typically require specialized engineers and contractors and are not the responsibility of Ford.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.

2. Demonstration of system performance will be during the training session.

3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing Galveston County who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC

David E. Shriver, Jr.

Doug Hill
Senior Account Manager

Voice: 713-690-0555
E-mail: hilld@fordav.com
Website: www.fordav.com

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SYSTEM INSTALLATION AGREEMENT

Between

GALVESTON COUNTY

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that Galveston County and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of $64,180.00, for the purchase and installation of equipment and services described in the attached proposal.

Add Year 2 only Extended Warranty: $3,440.00 _____ Customer Accepts

OR

Add Year 2 & 3 Extended Warranty: $7,762.00 _____ Customer Accepts

Galveston County and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

The Customer acknowledges tariffs may be incurred after presentation of this Proposal and prior to delivery of the products into the United States. If additional tariffs are charged to products in this Proposal prior to Ford receiving the products for installation the Customer is responsible for the tariff cost.

Both parties agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC	GALVESTON COUNTY
Doug Hill Senior Account Manager	Authorized Signature
David Shriver Division Manager	Printed Name and Title
June 30, 2025 Date	Date

Galveston County, Texas
Tentative Budget
Fiscal Year 2025 Contracts

Object	Pri	Description/Comments	Begin Date	End Date	Vendor	Contract Type	New (Y/N) Contract #	Qty	Unit Cost	Requested Budget	Tentative Budget
1101		**Fund General Fund**									
1591		**Department: Information Technology**									
159100		**Division: Information Technology**									
5481000	01	Other Contract Services	10/01/2024	09/30/2025	BIDCON PROFESSIONAL SERVICES		N	1	50,000	50,000	50,000
					Bid and Contract Vendor		TBD				
5481000	01	Managed Print Services	10/02/2024	09/30/2025	BIDCON PROFESSIONAL SERVICES		Y	1	228,000	228,000	228,000
					Bid and Contract Vendor		TBD				
5481000	01	Workday Professional Services	10/01/2024	09/30/2025	BIDCON PROFESSIONAL SERVICES		Y	1	100,000	100,000	100,000
					Bid and Contract Vendor		TBD				
5481000	01	Microsoft Cybersecurity Incide	10/01/2024	09/30/2025	BIDCON PROFESSIONAL SERVICES		Y	1	85,000	85,000	85,000
					Bid and Contract Vendor		TBD				
5481000	01	External Pentesting	10/01/2024	09/30/2025	BIDCON PROFESSIONAL SERVICES		Y	1	15,000	15,000	15,000
					Bid and Contract Vendor		TBD				
5481000	01	CTI for Agrilife classrooms	10/01/2024	09/30/2025	BIDCON PROFESSIONAL SERVICES		Y	1	26,000	26,000	26,000
		CTI for Agrilife classrooms 103A and 103B			Bid and Contract Vendor		TBD				
5481000	01	Workday Post Go Live Services	10/01/2024	09/30/2025	BIDCON PROFESSIONAL SERVICES		Y	1	125,000	125,000	125,000
					Bid and Contract Vendor		TBD				

Galveston County, Texas
Adopted Budget
Fiscal Year 2025 Capitalized Equipment

Object	Priority	Description	Units	Unit Cost	Requested Budget	Adopted Total	Comments
1101	**Fund**	**General Fund**					
1591	**Department:**	**Information Technology**					
159100	**Division:**	**Information Technology**					
5744000	01	Lab Furniture-Imaging station	1	27,000	27,000	27,000	
5745000	01	Pure Air Gap	1	130,000	130,000	130,000	Pure FlashArray Airgab off-network appliance (Darksite) backup system
5745000	01	CTI for Agrilife 103A & 103B	1	28,000	28,000	28,000	
				Division Total:	**185,000**	**185,000**	
				Fund	**185,000**	**185,000**	
				GRAND TOTAL:	**185,000**	**185,000**	

Galveston County, Texas
Adopted Budget
Fiscal Year 2025 Non-Capitalized Equipment

1101 Fund General Fund

1591 Department: Information Technology
159100 Division: Information Technology

Object	Priority	Description	Units	Unit Cost	Requested Budget	Adopted Total	Comments
5310001	01	Home Depot	1	1,000	1,000	1,000	
5310001	01	Fujitsu Scanners for JP	1	1,100	1,100	1,100	
5310001	01	Pitney Bowes Supplies	1	3,000	3,000	3,000	
5310001	01	Amazon	1	2,000	2,000	2,000	
5310001	01	Chairs	1	1,000	1,000	1,000	
5310001	01	Document Scanner for Pers Bond	1	1,000	1,000	1,000	Personnel Bond Office
5310001	01	Reach Digital Signage	2	600	1,200	1,200	Reach Digital Storage - LCA & Bacliff
5310001	01	General Supplies	1,000	45	45,000	45,000	
5310001	01	Fujitsu Scanners	22	1,000	22,000	22,000	District Clerk -20
5310001	01	UPS Replacements	30	1,000	30,000	30,000	
5310001	01	Peplinks (5) failover	5	1,200	6,000	6,000	
5310001	01	CTI for Agrilife 103A & 103B	23	1,000	23,000	23,000	CTI CTI for Agrilife Classrooms 103A and 103B
5426100	01	Equipment & Other Rentals	6,000	1	6,000	6,000	

Department of Enterprise Services - 5WH

Title: Agrilife Classroom 1A / 1B Audio Video Revamp

Description: Replacing 20+ year old audio video system with more modern technology.

For who: AgriLife Extension Service

Location: Galveston County 4102 Main St, La Marque, TX 77568

When needed: Needed 2025

Justification: Current system is 20+ years old and was installed when the building was built. These classrooms are used by our citizens and county employees for training. System still uses VGA as the connection, which is an antiquated, analog-like technology.

Item	Qty	Per Unit $	Total
See proposal / bill of materials			

Total spend: 64,180.00

Is this item budgeted: ☑ **Yes** ☐ **No** **Budgeted amount:** 77,000.00

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☐ **Yes** ☐ **No** **Current expiration date:**

DIR Contract?: ☐ **Yes** ☐ **No** **DIR Contract #**

Account:

Submitted by: Shanna M. Fuentes **Date:** 7-1-2025

PROPOSAL

Galveston County

BUDGETARY Carbide AgriLife 2 Large Classrooms

DATE

Wednesday, 9 July 2025

PREPARED BY

Victoria Ferrari
Design Consultant

Scope of Work

Proposal Number: J24180019

Proposal Date: 7/9/2025
TIPS: 230901
Prepared for: Galveston County
Attn: Leonard Gonzales
Phone: (409) 765-2625

Prepared by: Victoria Ferrari
Phone: 832-787-2421

Bill to: Galveston County
1353 Fm 646 Rd W Ste 201
Dickinson, TX
77539

Ship to: Galveston County
1353 Fm 646 Rd W Ste 201
Dickinson, TX
77539

Your Investment

Below is the cost of this solution based on the outlined scope of work. If you have questions about the complete solution, please let us know how we can help align this investment with additional needs or changes in scope.

Proposal Summary

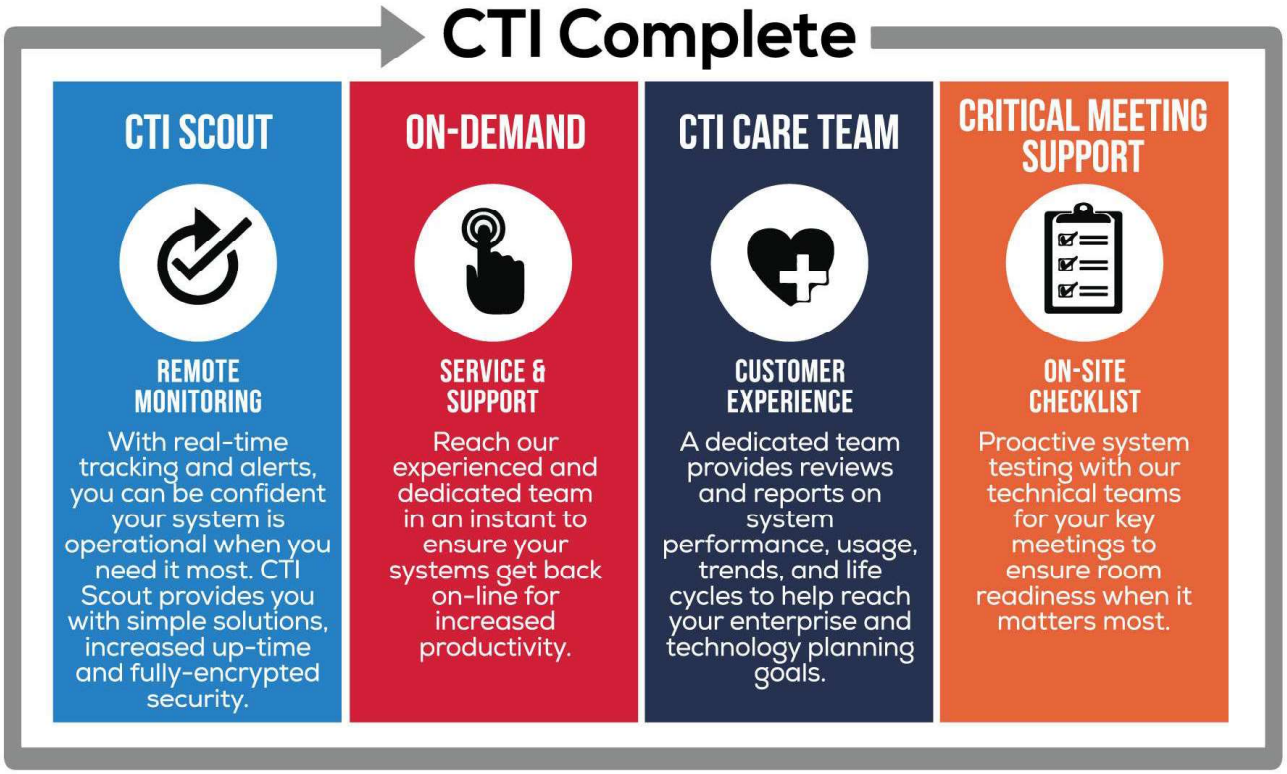
Description	Price
Equipment	$42,681.61
Implementation Services	$23,038.86
Installation Materials	$2,757.82
Freight	$1,257.91
CTI Complete – 1 Year	$2,644.49
Subtotal	$72,380.69
Tax	$0.00
Grand Total	**$72,380.69**

Down Payment Requirements

Down payment of 50% required to initiate order.

Why Us?

Our CTI Complete service is there for you 24/7 through our dedicated CTI Care customer experience team. Through on-site technical service, recommended programming upgrades, and quarterly reliability checks, your system is covered for the unexpected, as well as planned maintenance. Your teams will be trained to operate equipment with confidence. When critical meetings arise, we help ensure system performance with proactive system testing and an on-site checklist, so your systems will be ready when it matters most. Our managed services staff does more than diagnose and repair failures, they help plan for system life cycles.



Bill of Materials

Classroom 103A

Manufacturer	Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: **$15,843.15**				
Panasonic	Panasonic Laser Projector 8000 Lumens	1	$7,532.94	$7,532.94
DA-LITE	ADVANTAGE TNSD 184D DM	1	$5,796.71	$5,796.71
Panasonic	Throw lens for Panasonic Projector	1	$1,996.47	$1,996.47
CHIEF	RPA302, INCL SLB302, BLK	1	$201.85	$201.85
CHIEF	ADJ. PIPE 36" TO 60" WHITE	1	$148.87	$148.87
CHIEF	CMA-100 COLUMN/FLAT CEILING MT	1	$166.31	$166.31
Video Systems Equipment: **$7,347.05**				
Extron	DTP CrossPoint 82 4K IPCP Q MA	1	$6,482.35	$6,482.35
Extron	DTP T HWP 4K 331 D - White - Transmitter	1	$482.35	$482.35
Extron	DTP HDMI 4K 330 Rx - Receiver	1	$382.35	$382.35
Audio Systems Equipment: **$1,876.57**				
Sennheiser	Wireless vocal set. Includes (1) SL Handheld DW transmitter with MME 865-1 capsule (supercardioid, condenser), (1) BA 10 rechargeable battery, (1) SL Rack Receiver DW, (1) power supply, (1) pouch and (1) GA 4 rackmount kit	1	$941.29	$941.29
Extron	FF 120T Speakers (Pair)	3	$311.76	$935.28
Control Systems Equipment: **$311.76**				
Extron	EBP 100	1	$311.76	$311.76
Rack Accessories and Furniture: **$205.10**				
MiddleAtlantic	Middle Atlantic 8RU 2 Post Desktop Rack	1	$59.29	$59.29
Atlas	15A Power Conditioner and Distribution Unit with IEC Power Cord	1	$145.81	$145.81

Bill of Materials

Classroom 103B

Manufacturer	Description	Qty	Unit Price	Ext. Price
Display Systems Equipment: $13,874.36				
Panasonic	Panasonic Laser Projector 8000 Lumens	1	$7,532.94	$7,532.94
DA-LITE	ADVANTAGE TNSD 133D DM	1	$3,933.88	$3,933.88
Panasonic	Throw lens for Panasonic Projector	1	$1,996.47	$1,996.47
CHIEF	RPA302, INCL SLB302, BLK	1	$201.85	$201.85
CHIEF	ADJ. PIPE 36" TO 60" WHITE	1	$148.87	$148.87
CHIEF	CMA-110 FLAT CEILING PLATE, WHITE	1	$60.35	$60.35
Video Systems Equipment: $864.70				
Extron	DTP T HWP 4K 331 D - White - Transmitter	1	$482.35	$482.35
Extron	DTP HDMI 4K 330 Rx	1	$382.35	$382.35
Audio Systems Equipment: $2,047.16				
Sennheiser	Wireless vocal set. Includes (1) SL Handheld DW transmitter with MME 865-1 capsule (supercardioid, condenser), (1) BA 10 rechargeable battery, (1) SL Rack Receiver DW, (1) power supply, (1) pouch and (1) GA 4 rackmount kit	1	$941.29	$941.29
Extron	XPA 2001-70V, Amplifier	1	$482.35	$482.35
Extron	FF 120T Speakers (Pair)	2	$311.76	$623.52
Control Systems Equipment: $311.76				
Extron	EBP 100	1	$311.76	$311.76

Standard Disclaimer

CTI provides for twelve (12) months of **CTI Complete** on all system purchases. CTI warrants the system implemented is free from defects in material and workmanship, in accordance with the contract, drawings, specifications, alterations and additions thereto, for a period of twelve (12) months from the date of commencement of use, substantial completion, or date of notice of completion, whichever occurs first. This coverage does not protect against consumables, severe weather, and acts of God.

Terms

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 50% to initiate order, 50% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restock fees may apply. This proposal is valid for fourteen (14) days.

Taxes and Tariffs

Galveston County is responsible for all applicable taxes, including but not limited to sales tax, value-added tax (VAT), and goods and services tax (GST), as well as any import duties, tariffs, and customs fees imposed by the destination location. These charges are not included in the product price or freight and must be paid by Galveston County. The Seller will provide all necessary documentation for customs clearance, and both parties agree to comply with all relevant laws and regulations regarding these charges.

Installation Description and Requirements

Provided by CTI: If installation is purchased, CTI will install all A/V components. CTI will also perform all programming, alignments, and end-user training. CTI will provide A/V project management, and provide drawings as required. This install price assumes a Monday through Friday 8:00am to 5:00pm install time. Room availability must be in consecutive 8-hour blocks. Any required changes or rushes may affect the final price.

Provided by Others

Electrical requirements are to be provided by others unless specifically included in CTI Scope of Work.

Statement

This system proposal is the property of CTI and is delivered with the sole intent of being viewed by management of Galveston County for evaluation purposes only. This proposal or any part of this proposal is not to be presented to, or viewed by any other party, vendor, or CTI competitor without the written consent of CTI Any effort to do so will be considered a violation of copyright law.

Next Steps

1. Upon Notice to Proceed, CTI will begin executing the project plan with an internal handoff of the project to our operations team.

2. If you have questions about the process as we move forward, please contact me at Victoria.Ferrari@cti.com

3. You will be contacted by a CTI Project Manager to schedule a project kickoff meeting to review the project scope and schedule.

Total
J24180019 - $72,380.69

	Victoria Ferrari
Customer Signature	CTI Signature
	Victoria Ferrari
Printed Name	Printed Name
	Senior Design Consultant
Title	Title
	7/9/2025
Date	Date

Fleming, Melissa

From: Michaels, Lauren
Sent: Tuesday, April 22, 2025 4:34 PM
To: 'franciscogalindo@smarttech.com'
Subject: Quote

Importance: High

Good afternoon,

Can you please send me a DIR/purchasing co-op quote for the following:

CLASSROOM 103A

DISPLAY SYSTEMS EQUIPMENT **QTY**

1	DA-LITE	ADVANTAGE TNSD 184D DM	1
2	Panasonic	Panasonic Laser Projector 8000 Lumens	1
3	Panasonic	Throw lens for Panasonic Projector	1
4	CHIEF	RPA302, INCL SLB302, BLK	1
5	CHIEF	ADJ. PIPE 36" TO 60" WHITE	1
6	CHIEF	CMA-100 COLUMN/FLAT CEILING MT	1

VIDEO SYSTEMS EQUIPMENT

7	Extron	DTP CrossPoint 82 4K IPCP Q MA	1
8	Extron	DTP T HWP 4K 331 D - White - Transmitter	1
9	Extron	DTP HDMI 4K 330 Rx - Receiver	1

AUDIO SYSTEMS EQUIPMENT

10	Sennheiser	Wireless vocal set. Includes (1) SL Handheld DW transmitter with MME 865-1 capsule (supercardioid, condenser), (1) BA 10 rechargeable battery, (1) SL Rack Receiver DW, (1) power supply, (1) pouch and (1) GA 4 rackmount kit	1
11	Extron	FF 120T Speakers (Pair)	3

CONTROL SYSTEMS EQUIPMENT

12	Extron	EBP 100	1

RACK ACCESSORIES AND FURNITURE

13	MiddleAtlantic	Middle Atlantic 8RU 2 Post Desktop Rack	1
14	Atlas	15A Power Conditioner and Distribution Unit with IEC Power Cord	1

CLASSROOM 103B

DISPLAY SYSTEMS EQUIPMENT **QTY**

1	DA-LITE	ADVANTAGE TNSD 133D DM	1
2	Panasonic	Panasonic Laser Projector 8000 Lumens	1
3	Panasonic	Throw lens for Panasonic Projector	1
4	CHIEF	RPA302, INCL SLB302, BLK	1
5	CHIEF	ADJ. PIPE 36" TO 60" WHITE	1
6	CHIEF	CMA-110 FLAT CEILING PLATE, WHITE	1

VIDEO SYSTEMS EQUIPMENT

7	Extron	DTP T HWP 4K 331 D - White - Transmitter	1
8	Extron	DTP HDMI 4K 330 Rx	1

AUDIO SYSTEMS EQUIPMENT

9	Sennheiser	Wireless vocal set. Includes (1) SL Handheld DW transmitter with MME 865-1 capsule (supercardioid, condenser), (1) BA 10 rechargeable battery, (1) SL Rack Receiver DW, (1) power supply, (1) pouch and (1) GA 4 rackmount kit	1
10	Extron	XPA 2001-70V, Amplifier	1
11	Extron	FF 120T Speakers (Pair)	2

CONTROL SYSTEMS EQUIPMENT

12	Extron	EBP 100	1

We will also need installation services.

Lauren Michaels
Enterprise Business Manager
722 Moody, 2nd floor, Galveston, TX 77550
409.770.6233
Lauren.Michaels@galvestoncountytx.gov
galvestoncountytx.gov

OFFICE *of* INFORMATION TECHNOLOGY

NOTE TO OUR CUSTOMERS: To ensure your technology-related needs are being captured, all inquiries and requests should be directed to our IT Service Desk via the web portal, emailing tickets @galvestoncountytx.gov or calling X2685.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 7/10/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of consulting hours for post-production Workday support and enhance system performance with Guidehouse submitted by Information Technology**

7) **PEID No: 724116**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: 5481000**
11) **Vendor: Guidehouse**
12) **Vendor Contract No: DIR-CPO-4947**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $187,900.00**
16) **Current Year Projected: $187,900.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 2/3/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 2/3/2026
26) **Contract # Issued by Purchasing Department: 206658**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	7/10/25 3:51 pm
2	Misty Witmer	Approve	7/10/25 3:53 pm
3	Melissa Fleming	Approve	7/10/25 4:07 pm
4	Veronica Van Horn	Approve	7/14/25 12:55 pm
5	Diana Huallpa	Approve	7/14/25 5:31 pm
6	Sergio Cruz	Approve	7/15/25 11:58 am
7	Veronica Van Horn	Approve	7/15/25 12:15 pm

Department of Enterprise Services - 5WH

Title: Guidehouse Change Order

Description: Guidehouse consulting hours for post-production Workday support to address ongoing needs and enhance system performance beyond initial implementation.

For who: Enterprise

Location: 722 Moody

When needed: ASAP

Justification: This change order includes consulting hours with Guidehouse to provide post-production implementation support for Workday. While initial efforts were planned and funded, it has become clear that additional support is necessary to address evolving needs and ensure a smooth transition. The consulting services will focus on delivering a moderate level of ongoing assistance aimed at enhancing and stabilizing the Workday environment.

Item	Qty	Per Unit $	Total
Managing Consultant	245	220.00	53,900.00
Senior Consultant	400	200.00	80,000.00
Consultant	375	144.00	54,000.00

Total spend: 187,900.00

Is this item budgeted: ☐ Yes ☑ No **Budgeted amount:**

If not budgeted, describe how item is to be funded?: Requested a BA to move funds from Cyber Security and Software Maintenance

Is this a renewal?: ☐ Yes ☑ No **Current expiration date:**

DIR Contract?: ☑ Yes ☐ No **DIR Contract #** DIR-CPO-4947

Account: 1101159100 5481000

Submitted by: Lauren Michaels **Date:** 7/10/25

Change Order for Workday Postproduction

Galveston County, TX

Title:	Galveston County, TX – Workday Postproduction			
Date Require Initiated:	05/20/2025			
Critical Due Date:	06/01/2025			
Originator Name and Role:	Kyra Cox-Everhart, Optimization Manager			
Type of Change: **(Check all that apply):**		Scope		Requirements/Deliverables
		Schedule		Resources
	X	Budget		Other
Contract Reference ID:	TBD			

I. Description of Change Requested

- Additional $87,000 to complete current Jira tickets (GPPS-2 – GPPS-72).
- Up to an additional $100,900 to support new incoming Jira requests through the remainder of the contract.

II. Impact Assessment

1. **Scope Change**

- None

2. **Schedule/Milestone Changes**

- None

3. **Risk Analysis**

- No project risks anticipated.

4. **Assumptions**

- Assumptions stated in the original contract remain unchanged.

5. **Cost Impact**

- $187,900 NTE

Category	Rate	Hours	Cost
Managing Consultant	$220.00	245	$53,900.00
Senior Consultant	$200.00	400	$80,000.00
Consultant	$144.00	375	$54,000.00

Total Proposed Funding			**$187,900**

6. **Authorization**

Acceptance of this Change Request: Authorization to proceed/approval.

Galveston County, TX Sponsor/Approver Signature

Date

Erin Hutchins

07/07/2025

Guidehouse, Inc. Partner/Approver Signature

Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

Consideration of authorizing a proposal with Liberty Technical Solutions for CorEMR Server Hosting and Support to facilitate encrypted data transfer from the Jail Management System submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/16/25 8:20 am
2	Dianna Martinez	Approve	7/16/25 10:18 am

Liberty Technical Solutions

Galveston County

Hosted CorEMR Proposal

July 11th, 2025

Summary

CorEMR Server Hosting and Support

Liberty Technical Solutions (Liberty Tech) will provide a hosted environment for the deployment of CorEMR. It will be built in the Microsoft Azure datacenter environment in a Galveston County tenant, under the management of LibertyTech. Included is SFTP server software to facilitate encrypted transfer of data from the Jail Management System (JMS), along with an SSL certificate for encrypted access to the system.

We are including pricing for one server, which will serve as both the application server and a database server. This complies with CorEMR's recommendations for a facility of this size and provides room for storage of historical data.

Additionally, included is the LibertyTech monthly server support and cyber defense plan. It covers 24/7 monitoring and remediation, automated system patching, antivirus, enterprise grade cybersecurity protection, file and database backup, and management and remediation labor.

Azure pricing is based on Microsoft's Azure Pricing Calculator (https://azure.microsoft.com/en-us/pricing/calculator). Any adjustments required by CorEMR will be billed accordingly.

Infrastructure & Monthly Recurring Charges

Item	Price
CorEMR Cloud Environment Servers (Application & Database) *Includes: A Single Server (Application & Database Server), Backup, Site-to-Site VPN, and LibertyTech support package which contains 24/7 monitoring and remediation, automated system patching, antivirus, enterprise grade cybersecurity protection, file & DB backup, management and remediation labor, .5 hour of Tier 4 escalation support (Does not carry over to following month).*	
TOTAL MONTHLY RECURRING (Estimate)	**$ 1,265.84**

Pricing only valid for 30 days after proposal delivery

Onboarding & Setup Cost

All staging and go-live services are billed at Time & Materials cost. Our labor rate is $190/hr. We have included a 'minimum' and a 'not-to-exceed' amount. The 'not-to-exceed' amount is a buffer to not exceed without written approval. In some cases, the scope of work expands during the project, and it becomes necessary to make an adjustment. However, those adjustments will not be made without written approval for the additional work and subsequent cost.

GoLive Services:

Item	Minimum	Estimated Max
Service Labor	$4,418	$5,938

Includes:

- *Virtual Environment Staging & Server Setup*
- *CorEMR Deployment*
- *JMS & Pharmacy Integrations*
- *Data Migration*
- *Environment Licensing*

CorEMR Staging and Go-Live

Listed below is a breakdown of the project stages, estimated timelines, and activities carried out in each stage.

Phase One: Virtual Environment Staging & Server Setup

Item
Timeline: 1-2 Weeks

Includes:

- *Creating Azure tenant*
- *Provisioning server and resources in Azure*
- *Configuring monitoring agent*
- *Setting up backup*
- *Setting up SQL Server*

Phase Two: CorEMR Deployment & Assistance w/Customization

Item

Timeline: 1 Week

May Include:

- *Work with CorEMR to grant cloud access*
- *SSL Certificate setup*
- *DNS setup for remote access*
- *Firewall/VPN configuration for controlled remote access*
- *Setup of SFTP server for JMS integration*
- *Anything else necessary to support a successful go-live*

Phase Three: JMS & Pharmacy Integration (if required)

Item

Timeline: 1-2 Weeks

Includes:

- *Coordination with County to obtain sample datasets*
- *Coordination with County to setup SFTP data transfer*
- *Assistance getting data export to match CorEMR requirements*
- *Work with Pharmacy Vendor and CorEMR to ensure proper data exchange*

Phase Four: Data Migration

Item

Timeline: 1 Week

Includes:

- *Data migration from existing provider's environment to new Azure tenant*
- *Depending on the format of the data we will import it into CorEMR or store it as a separate database or file set on the server*

Licensing

Item

CrushFTP SFTP Server Software

Provides mechanism for secure transfer of JMS data to CorEMR server.

Standard Wildcard SSL Certificate (1 Year, recurring annually)

Certificate installed into the web server to facilitate a validated secure connection.

Windows Server 2022 Standard – 8 Core License Pack, 3-year term

This proposal is approved by:

Name: _____

Title:_____

Signature_____

Master Services Agreement
Services Attachment for Managed Services
Data Processing Agreement
Service Level Objectives
Schedule of Services
Schedule of Third-Party Services

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Receive and file the County Clerk's Records Preservation and Restoration Plan submitted by the County Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 12:23 pm
2	Dianna Martinez	Approve	7/16/25 1:58 pm

Proposed Fee

Preservation and Restoration of Archived Records

Presented By:
Dwight D. Sullivan, County Clerk
Galveston County TX

Sullivan, Dwight D.
7-11-2025

The County of Galveston
Dwight D. Sullivan, County Clerk
Records and Election Center
10000 Emmett F Lowry Expy. Suite 1152
Texas City, Texas 77591
www.co.galveston.tx.us/County_Clerk

Preservation and Restoration Record Plan

Executive Summary

The County Clerk's Office will continue to utilize legislation that is designed to preserving archived records by introducing an archive fee for each filed or recorded document. This fee will be specifically allocated for preservation efforts. The majority of permanent records in the County Clerk's Office are either paper-based or stored on 16mm microfilm. Additionally, map and plat films are available in 35mm roll film or aperture card formats. These records are accessed daily by the public and are at risk of being lost due to theft and wear and tear. Many of these records are in such poor condition that they are falling apart.

By introducing an archive fee to cover the costs of preserving these paper-based documents, the County will not face any additional financial burden. A fee of $10.00 will be applied to any instrument, document, paper, or record that the County Clerk is authorized to accept for filing or recording, such as deeds, official public records, assumed names, and marriage licenses. In addition to preserving the documents, the archival process may also involve creating digital images that can be integrated into our existing imaging system, ultimately improving customer service.

Assessment of the Fee

County Clerks are authorized to collect a records management fee to maintain and preserve current documents. However, in most cases, this fee is insufficient to cover the preservation and restoration of archived records. In 2003, legislation was passed to address the preservation of these archived records, which took effect on September 1, 2003. The expiration date for this legislation was removed by SB 526 during the 79th Legislature.

Initially, this legislation applied only to counties adjacent to international borders, allowing them to charge a Records Archive Fee of up to $10.00 for recording or filing public documents in County Clerk's Offices. The County Clerk's Records Archive Fee under Sections 118.025 and 118.011(e) of the Texas Local Government Code has since removed the "adjacent to international borders" restriction, making the fee applicable to all Texas counties. Recent amendments permit the County Clerk to use this fee for records management purposes without regard to when the records were filed, effectively removing the 2008 cutoff date for fee collection.

These statutes empower County Commissioners' Courts to adopt a Records Archive Fee as part of the County's annual budget. If these provisions are implemented, the County will see an increase in revenue, which will enable the County Clerk to focus on preserving older records.

The County Clerk's Office plans to continue assessing a Records Archive Fee of $10.00 for each “public document” filed. A “public document” is defined as any instrument, document, paper, or record that the County Clerk is authorized to accept for filing or maintenance. This fee will be used to engage an external vendor to preserve and enhance public access to these documents.

Steps to Implement

1. Prepare an Archive Plan
2. Obtain Commissioner’s Court Approval
3. Publish Notice
4. Hold Public Hearing
5. Post Notice of the Fee in a conspicuous location

Current Project Goal

The goal is to obtain a records facility with climate control to reduce humidity and protect the records from mold. We aim to capture and archive all documents efficiently to minimize or halt the deterioration of public records while improving public access in a way that reduces the risk of further decay.

Scope

- Modernize and upgrade record systems in the office.
- Continue to scan and digitize Official Public Records-bound books and integrate them into the existing computer system.
- Reduce or eliminate manual lookups and searches.
- Expedite record searches by making more records available for electronic retrieval.
- Provide more information to the citizens of Galveston County via the Internet.
- Continue to minimize reliance on paper records.
- Preserve original records by reducing daily usage.
- Ensure adequate staffing to scan, convert, digitize, import, and make archived data available online.
- Provide office supplies and equipment necessary to achieve project goals.
- Establish a County Clerk library for public access to historical documents.

- Maintain annual and recurring upkeep of the records facility.

This document specifically addresses the restoration and preservation needs of the County Clerk's Records Archive and does not cover the needs of other departments.

Future Plans

We plan to integrate all existing paper and 16mm microfilm records from the County Clerk's Office into our current document management and imaging system, while preserving the original documents for historical purposes. This process will also include the de-acidification of many older books containing Real Property Records. We will address the Civil, Probate, Misdemeanor, and Commissioner's Court Records as part of this initiative.

Currently, we are converting and scanning Marriage Record Books dating from 1838 to 1990 and integrating them into our document management and imaging system. Additionally, we are converting and scanning Delayed Birth and Delayed Death Records and incorporating them into the same system.

Summary

The Legislature has established a method to generate revenue for the management and preservation of the County Clerk's property records, court records, and vital statistics. This "user fee" serves as an alternative to raising taxes or using general fund resources for these projects. The plan will be implemented as funds are accumulated and deposited into a special revenue account. Any outsourcing or equipment purchases will follow standard procurement processes.

Completing these projects will expand storage space in the archives and protect vital county property records from potential hazards—such as water damage from sprinkler systems, storm impacts, and other risks—by ensuring they are adequately preserved.

Projected Revenue

Document Type	Documents Subject to Fee	Revenue at $10.00
Official Public Records	63,601	$636,010
Marriage License	3,067	$30,670
Assumed Names (Business Names)	1,028	$10,280
TOTAL	67,696	$676,960

Archive Plan for Fiscal Year 2025

The current conversion project for the County Clerk's Office is nearing completion for images from 1965 through 1981. These records have been converted to digital format and integrated into the system. Due to incomplete indexing information (currently limited to only name and date), we are in the process of indexing and verifying the imported images. The images are presently available to the public while we finalize the indexing. Searches for official records, including images, can be conducted from 1965 to the present.

Maps and plats are also being digitized and will soon be imported into the system, with records being reviewed back to 1836. Users can view the images and indexes for specific documents side-by-side at public research stations in the Clerk's office and over the Internet, providing additional convenience for citizens and researchers.

For records filed between 1836 and 1964, indexes are available in the office only. While they have been digitized, they are not yet indexed. The verification and indexing process is ongoing; as each year is completed, access to these records will expand for the public. Index books will remain in physical format, but the images will be accessible from office workstations.

Currently, the County Clerk’s office is also digitizing all court records, utilizing office staff to process various bound volumes. Resources are being pooled to scan 8 ½” X 11” bound books, creating digital images in-house, verifying them, and attaching them to an index, gradually bringing more research resources into the system.

We are collaborating with a vendor to implement a workflow solution and Advanced Back File Utility Software, which will enhance the efficiency of integrating these digital records into our system in the future.

As funds become available from the Archive Fee collection, the County Clerk's office plans to initiate the next phase of the conversion and preservation project. This phase will focus on properly indexing all records and verifying the images. The estimated volume of documents across various categories is approximately 3.5 million pages, contained in books of varying sizes, from 8 ½” X 11” to 14” X 18”. All larger format books will need to be rebound in a manner that allows for the pages to be removed for scanning. We have approximately 110 historically significant books that have already been preserved, and we will continue this preservation effort until all historical books are complete.

A new goal for the upcoming fiscal year is to utilize collected funds to assist the courts by implementing available modules that enhance the Odyssey system. Since July 1, 2014, we have encouraged the courts to adopt digital records, given the growing number of court filings submitted electronically.

Any revenue collected and not expended within the fiscal year will be carried forward into the Records Archive Fund and allocated for future archive projects in the County Clerk's office.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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

Consideration of Setting a Public Hearing for August 04, 2025, on the County Clerk's Proposed Records Archive Fee Established under §118.025 and §118.011(f) of the Texas Local Government Code

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 12:25 pm
2	Dianna Martinez	Approve	7/16/25 10:23 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*30.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 7/9/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Mosquito Control**
5) **Department Contact: Haley Billiot**

Description: Consideration for the County Judge to execute the contract for RFP 25-041 Aerial Adulticide Application Services submitted by the Mosquito Control Department

6) **PEID No: 724283**
7) **Req No: N/A**
8) **Orgkey: 2410411100**
9) **Object Code: 5312101**
10) **Vendor: Agri-Land Aviation LLC**
11) **Vendor Contract No: N/A**

Expenditure Budget/Revenue Projections

12) **Fund Name: Mosquito Control District Fund**
13) **Fund #: 2410411100**
14) **Current Year Budgeted: n/a**
15) **Current Year Projected:**
16) **Year 2:**
17) **Year 3:**
18) **Year 4:**
19) **Year 5:**
20) **Totals:**

To Be Completed by Purchasing Department

21) **Contract Start Date:** 7/21/2025
22) **Auto Renewal Contract:** No
23) **Bid No: 25-041**
24) **Contract End Date:** 7/20/2026
25) **Contract # Issued by Purchasing Department: 216998**

NOTES: Awarded in CC - Item 49 (7/7/25) - HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	John Marshall	Escalated	7/9/25 4:15 pm
2	Haley Billiot	Approve	7/9/25 4:16 pm
3	Melissa Fleming	Disapprove	7/10/25 8:58 am
Notes:	Duplicate of 25-0929		
4	John Marshall	Escalated	7/10/25 11:03 am
5	Haley Billiot	Approve	7/10/25 11:03 am
Notes:	Approved - DGM for HB		
6	Melissa Fleming	Approve	7/10/25 11:29 am
7	Veronica Van Horn	Approve	7/10/25 12:05 pm
8	Diana Huallpa	Approve	7/14/25 9:10 am
9	Sergio Cruz	Approve	7/14/25 9:11 am
10	Veronica Van Horn	Approve	7/14/25 4:15 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: **216998**

Solicitation Number: **RFP 25-041 AERIAL ADULTICIDE APPLICATION SERVICES**

Term of Contract: **One (1) year with three (3) one (1) year extensions**

Initial term (Services): Beginning date of the contract will be **July 21, 2025**. The contract will terminate on **July 20, 2026**.

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 (X) No ( )
Year Four:	Yes ( ) No (X)

Contractor: **Agri-Land Aviation, LLC**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

Agri-Land Aviation LLC
2441 CR 237,
Bay City TX 77414

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.

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

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

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

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

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

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

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

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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.

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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 _____, 20__.

Contractor:

Agri-Land Aviation LLC

By: James Robertson - President **Date:** 4-14-2025

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

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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 _____, 20__.

Contractor:

Agri-Land Aviation LLC

By: James Robertson - President **Date:** 4-14-2025

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

Scanned with CamScanner

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 _____, 20__.

Contractor:

Agri-Land Aviation LLC

By: James Robertson - President **Date:** 4-14-2025

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

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THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 27, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: RFP 25-041, Aerial Adulticide Application Services
Contract #216998

Gentlemen,

On April 17, 2025, submittals were scheduled to be opened for RFP 25-041, Aerial Adulticide Application Services. One (1) submittal was received from the following company:

- Agri-land Aviation, LLC Bay City, TX

After a thorough review of the submittal by the Evaluation Committee, Agri-land Aviation, LLC was deemed to have submitted a satisfactory proposal and is recommended for award.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Marshall, John
Sent: Friday, June 27, 2025 10:10 AM
To: Dickey, Tammy
Subject: RFP-25-041

Good morning Tammy,

The evaluation committee met this morning and it was decided to choose Agri-land Aviation, LLC.

Thank you,

John Marshall

Get Outlook for iOS

GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL

RFP #25-041

AERIAL ADULTICIDE APPLICATION SERVICES

PROPOSAL DUE DATE: 04/17/2025

2:00 PM CST

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

REQUEST FOR PROPOSAL
AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

****The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/. Please see Item D, SUBMISSION INSTRUCTIONS, for further details.**

Purpose:
Galveston County is seeking a contractor to provide Aerial Adulticide/Insecticide Application Services for the application of mosquito control insecticides.

It is the goal of this procurement effort to secure a firm-fixed-price contract from a vendor or vendors whose proposal(s) meets or exceeds the material terms and conditions of this RFP. The Galveston County Commissioners' Court reserves the right to enter into an agreement with one or more vendors as a result of this solicitation effort.

Submittal "Walk Ins" Instructions:
Sealed proposals in **sets of three (3), one (1) unbound single-sided original, and two (2) single-sided copies,** will be received in the office of the Galveston County Purchasing Agent **until 2:00 PM CST, on Thursday, April 17, 2025,** and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed submittals are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

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

All proposals must be marked on the outside of the sealed envelope:
RFP #25-041, Aerial Adulticide Application Services

Plans and Specifications: Specifications can be obtained by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing

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

Procurement Timeline:
A timeline for this RFP and initial process is included below. Galveston County reserves the right to amend these dates and will notify proposers of any changes via an addendum posted on the County's Purchasing Department's website:

- Advertise Solicitation (first date of publication) Wednesday, March 19, 2025
- Advertise Solicitation (second date of publication) Wednesday, March 26, 2025
- **Deadline for Questions & Inquiries** **Thursday, April 03, 2025 by 5:00 PM CST**
- **Submission Deadline / RFP Opening** **Thursday, April 17, 2024 at 2:00 PM CST**

Interested parties may attend the Thursday, April 17, 2025, 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m061e81596a515e064a51bc5a2fad31d6

.

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

Bonding Requirements:
There are no bonding requirements for this Request for Proposal.

Debarment and Suspension:
All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs may not undertake any activity in part or in full under this project.

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 to the governing laws.

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

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GENERAL PROVISIONS

REQUEST FOR PROPOSAL
AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

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

This solicitation is issued under the general guidance and mandates as refenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. RFP PACKAGE

The Request for Proposal, General and Special provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Proposal are all part of the Proposal package and Resultant Contract. ***Proposals must be submitted in sets of three (3), one (1) unbound original, and two (2) copies,*** *on the forms provided by the County if County forms are provided and shall include the Proposal sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Proposal sheets/contract page(s) may disqualify the Proposal from being considered by the Commissioners' Court. Any individual signing on behalf of the Proposer expressly affirms that he or she is duly authorized to tender this Proposal and to sign the Proposal under the terms and conditions in this request for Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this request for Proposal and the Proposer's response hereto.*

Proposer further understands that Proposers' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the Proposal. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

Each Proposer is required to thoroughly review this entire Request for Proposal package to familiarize themselves with the Proposal procedures, the plans and specifications for the requested work, as well as the terms and conditions of the contract the successful Proposer will execute with the County.

2. PROPOSER'S RESPONSIBILITY

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

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

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

3. **TIME FOR RECEIVING PROPOSALS**

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

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

Proposals will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions section of this solicitation. Proposals must be received by the County Purchasing Agent on or before the deadline for the opening of the Proposals. **For clarity, mailing date/postmark is not sufficient – Proposals must be received by the County Purchasing Agent on or before the deadline.** Late Proposals will not be accepted and will be returned to the Proposer unopened. Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening.

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

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

The Proposer should prominently identify the procurement number and name on the outside of the envelope/mailing package. If the Proposer fails to identify the request for Proposal number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Proposal.

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

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

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

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

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

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

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

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

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

An authorized person from the Proposer must sign the Proposal. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the Proposal on behalf of the Proposer and to bind the Proposer to the terms and conditions of this Request for Proposal, the Proposer's response, and all other terms and conditions of the contract. By this signature, the Proposer further acknowledges that the Proposer has read the request for Proposal and Proposal documents thoroughly before submitting a Proposal and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. PROPOSAL OPENING

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

6. WITHDRAWAL OF PROPOSAL / FIRM PROPOSAL RULE

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

7. COMMISSIONERS' COURT

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

Department heads and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

8. REJECTION OF PROPOSALS / DISQUALIFICATION

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

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

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

A. Failure to use the Proposal forms furnished by the County, if applicable;
B. Lack of signature by an authorized representative of Proposer;
C. Failure to properly complete the Proposal;
D. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
E. Failure to meet the mandatory requirements of this request for Proposal; and/or
F. Evidence of collusion among Proposers.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Proposer desires to use any substitutions, prior written approval must be obtained from the Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Proposer, by submission of its Proposal, certifies that if awarded any portion of this procurement, the Proposer will supply only material and equipment that is 100% asbestos free.

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
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GALVESTON COUNTY, TEXAS

11. EXCEPTIONS TO PROPOSAL CONDITIONS

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

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

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

12. AWARDED PRICES

During the contractual period of the resultant contract, any prices submitted by the respondent shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

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

Proposal pricing will be either lump sum or unit prices as shown on the Proposal sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

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

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Proposal submittal.

GENERAL PROVISIONS

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AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

14. PASS THROUGH COST ADJUSTMENTS

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

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Proposal.

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

15. MODIFICATION OF PROPOSALS

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

16. PRE-PROPOSAL CONFERENCE

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

GENERAL PROVISIONS

REQUEST FOR PROPOSAL
AERIAL ADULTICIDE APPLICATION SERVICES
GALVESTON COUNTY, TEXAS

17. SIGNATURE OF PROPOSALS

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

18. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

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

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

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

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

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

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

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

In determining and evaluating the best Proposal, the pricing component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

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

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

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

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

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

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Section 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

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

19. DISPUTE AFTER AWARD / PROTEST

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

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through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests unless this procedure is followed.

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

The Proposer acknowledges that the County is a government body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code, and as such is required to release information in accordance with the provisions of the Public Information Act.

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

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

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

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

22. RESULTANT CONTRACT

Proposer should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

The resultant contract consists of the following documents: Request for Proposal, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), Proposer's Proposal, Proposal Sheets, contract award, and any other documents referenced herein or

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attached hereto for the work. Collectively these documents may also be referred to as the Plans and Specifications.

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

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

The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted Proposals for the Work covered by the resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.

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23. CONTRACT TERM

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

24. COLLATERAL CONTRACT

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

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

25. TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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A. Fails to meet delivery or completion schedules: and or
B. Fails to otherwise perform in accordance with the accepted Proposal and the contract.

26. TERMINATION FOR CONVENIENCE

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

27. 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.

28. ESTIMATED QUANTITIES

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

29. CONTRACTOR INVESTIGATION

Before submitting a Proposal, each Proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. Proposer shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Proposer receives an award as a result of its Proposal submission in this procurement, the Proposer's failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation and/or for excused nonperformance.

30. NO COMMITMENT BY COUNTY OF GALVESTON

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

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31. PROPOSAL COSTS BORNE BY PROPOSER

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

32. BEST AND FINAL OFFERS (BAFO)

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

33. SINGLE PROPOSAL RESPONSE

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

34. CHANGES IN SPECIFICATIONS

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

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

35. PROPOSAL IDEAS AND CONCEPTS

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

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36. PROPOSAL DISCLOSURES

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

37. INDEMNIFICATION

The contractor agrees 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, arising out of or in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

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

38. REQUIREMENT OF AND PROOF OF INSURANCE

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

A. For damages arising out of bodily injury to or death of one person in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

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

C. For any injury to or destruction of property in any one accident:
ONE HUNDRED THOUSAND AND NO/100 ($100,000.00) DOLLARS.

Insurance shall be placed with insurers having an A.M. Best's rating of no less than A. Such insurance must be issued by a casualty company authorized to do business in the State of Texas, and in

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standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions ensuring the public from loss or damage that may arise to any person or property by reason of services rendered by Contractor.

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

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

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

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

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

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

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

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any

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claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer.

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

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

39. PROPOSAL GUARANTEE

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

Evidencing its firm commitment to engage in contract if Proposer is selected for award of contract, each Proposer is required to furnish with their Proposal a cashier's check or an acceptable Proposer's bond (generally, a Proposal bond) in the amount of five percent (5%) of the total contract price. If Proposer is using a bond, then the bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the Proposal guarantee in the proper form and amount, by the time set for opening of Proposals may be cause for rejection of the Proposal.

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

40. PERFORMANCE AND PAYMENT BONDS (if required)

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

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

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

The performance bond shall be solely for the protection of Galveston County, in the full amount of the

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

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

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

41. PATENT AND COPYRIGHT PROTECTION

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

42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ)

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

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

Gift-giving. If Proposer has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than

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one-hundred dollars ($100.00) during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.
Family member. For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person related to another person with the first degree of consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

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

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

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

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

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

For Proposer's convenience, a blank CIQ Form is enclosed with this Proposal package. Blank CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website. This website is linked from the Galveston County homepage, at http://www.galvestoncountytx.gov.

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

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

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

43. DISCLOSURE OF INTERESTED PARTIES / FORM 1295

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

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

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

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

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

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

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

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

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

Proposer certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in Contractor being debarred from performing additional work for the County, the respecting State Agency administering the grant funding the contract, if

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applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, Proposer has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Proposal.

The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this request for Proposal and grounds for the rejection of Proposer's Proposal.

Proposer shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

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

Information regarding the SAM is available at:

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

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

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)**"Company"** has the meaning assigned by Section 806.001.

(2)**"Foreign terrorist organization"** means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
(3)**"Governmental contract"** means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment.

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The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)**"Governmental entity"** has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

47. 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.

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48. CONTROLLING LAW AND VENUE

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

49. MERGERS, ACQUISITIONS

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

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

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

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

50. DELAYS

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

51. ACCURACY OF DATA

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

52. SUBCONTRACTING/ASSIGNMENT

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

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53. INDEPENDENT CONTRACTOR

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

54. MONITORING PERFORMANCE

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

55. 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.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Proposer acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. 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 Proposal 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.

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

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization. To achieve the purpose of this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein.

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

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

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

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

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

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

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

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

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

Representation:
Proposer represents and warrants, by signing and submitting its Proposal, that it has not retained anyone in violation of this section prohibiting contingent fees.

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

58. NON-COLLUSION AFFIDAVIT

Proposer certifies, by signing and submitting a Proposal , that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the Proposal price of the contractor of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price, or that of any other contractor, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the Proposal are true; and further, that the contractor has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

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

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

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

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Proposer certifies that, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, **the Proposer shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**

c. Proposer shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with Proposal packet) must be included with the submission of Proposer's Proposal and is a mandatory requirement of this request for Proposal. Proposer's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Proposal and grounds for the rejection of the Proposer's Proposal.

60. NON-DISCRIMINATION

a. **Equal Employment Opportunity:** Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability,

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genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Proposer will, in all solicitation or advertisements for employees placed by or on behalf of Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.
Proposer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

b. Drug Free Work Place Act: Proposer shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Proposer shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

d. OSHA Regulations: Proposer agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

e. Compliance with Immigration Laws and Use of E-Verify: Proposer agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Proposer further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Proposer shall not employ unauthorized aliens and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Proposer will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

f. State and Federal Law Compliance: Proposer agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. RECORD RETENTION AND RIGHT TO AUDIT

Proposer shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Proposer shall allow the County reasonable access to the records in Proposer's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Proposer shall also allow reasonable access to representatives of the Office of Inspector

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General, the General Accounting Office, the State Auditor's Office, and the other Federal and or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Proposer shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-compliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

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(a) withholding of payments to the Contractor under the contract until the Contractor complies. and/or;

(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)
The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(3) Will comply with all Federal statutes relating to non-discrimination. 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; (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 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

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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 non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(6) Will comply with all Federal statutes relating to non-discrimination. 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; (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 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 non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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(9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.

(10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

(12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

(14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)

To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .

2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date

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the employment was terminated: and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

    c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

    d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

    e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available

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to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct. or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized

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to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY

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RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and

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(2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, 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, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. 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 relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, 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.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate

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actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT

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

66. ANTITRUST

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

67. LABOR STANDARDS

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

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

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When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);

  (2) Formal (sealed Proposals, proposals); and

  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from $150,000 to $250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 20313

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2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

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(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for

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Proposals or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of Proposals or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating Proposals or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential Proposers from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

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2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed Proposals (formal advertising). Proposals are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible Proposer whose bid, conforming with all the material terms and conditions of the Request for Proposals, is the lowest in price. The sealed bid method is the preferred method for procuring construction if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible Proposers are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful Proposer can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the Proposer to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible Proposer. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

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(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low Proposer under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

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For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each Proposer equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Proposer will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with

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the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in

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connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou

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Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

69. PROCUREMENT LAWS

a. Proposer shall comply with all applicable local, State, and Federal laws, rules, and regulations.

b. If this contract is made pursuant to a federal award, then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

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

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

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

3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) **Contract Work Hours and Safety Standards Act.**

(a) Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.

(3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

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

(a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households -- Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) **Debarment and Suspension (Executive Orders 12549 and12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(c) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

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(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

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

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post

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all new hire opportunities with the local Workforce Solutions Center and or Work-in-Texas. in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns:
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic

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Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. **REQUIRED CONTRACT PROVISIONS**

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

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CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)
Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))
Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.
For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))
Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where

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applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

(1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)

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Pursuant to 2 CFR Appendix II to Part 200 (D). Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))

Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))

Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of $2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is subject to the penalties provided by 18 U.S.C. § 1001. namely, a fine, possible imprisonment of not more than 5 years. or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))
Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG

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Sanction List: Government Terrorist Watch List (OFAC / Patriot Act): Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

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contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor: and refer the case to the Department of Justice for appropriate legal proceedings. Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)

During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)

Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

   i Recruitment, advertising, and job application procedures.

   ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

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iii Rates of pay or any other form of compensation and changes in compensation.

iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v Leaves of absence, sick leave, or any other leave.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii Activities sponsored by the contractor including social or recreational programs.

ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also

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provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The "contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

g. As used in this clause:

   i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

   ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

   iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

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h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

l. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

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FAIR LABOR STANDARDS ACT

Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)

Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS

At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT

Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Request for Proposals, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Request for Proposals. Certification of such coverage must be provided to the County upon request.

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)
Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)
Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony. Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Proposer.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any

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location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)
Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST
Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records

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administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)
Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

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All contractor subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)
Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Proposer certifies that it:

   i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
   ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
   iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Proposer unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

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f. Notice. Proposer shall provide written notice to the Contracting Officer if, at any time before the contract award, Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Proposer (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of

its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including

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vehicles or construction equipment. In determining the origin of a product. Galveston County will consider a product as produce in a foreign country id it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities

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receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT
Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

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72. **NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)**

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations. Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6,2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.),

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including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS
The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES
Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs: and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES
Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

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Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE
Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT
Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS
Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION
The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)
If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY
As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE
(1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

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(2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction. Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

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I. BRIDGE CONSTRUCTION/REHABILITATION
Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS
Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL
Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS
Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES
Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE:

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For single-family non-rental housing assistance provided by Subrecipient. Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum[1] three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum[□] five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")
An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

(1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE
The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or

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more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

Q. COASTAL MANAGEMENT
Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))
Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

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

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL
Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

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

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

79. ACKNOWLEDGMENT OF GOVERNMENT RECORD
Proposer acknowledges that its submission in this Request for Proposals, including its Proposal, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES
Proposer acknowledges, by its submission in this request for Proposals, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. 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.

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82. NOTICE

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

To the County at:

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

With copies to:

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

To the Contractor at:

End of General Provisions

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

****The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/. Please see Item D, SUBMISSION INSTRUCTIONS, for further details.**

A. PURPOSE

Galveston County is seeking a contractor to provide Aerial Adulticide/Insecticide Application Services for the application of mosquito control insecticides.

It is the goal of this procurement effort to secure a firm-fixed-price contract from a vendor or vendors whose proposal(s) meets or exceeds the material terms and conditions of this RFP. The Galveston County Commissioners' Court reserves the right to enter into an agreement with one or more vendors as a result of this solicitation effort.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. PROCUREMENT TIMELINE

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

• Advertise Solicitation (first date of publication)	Wednesday, March 19, 2025
• Advertise Solicitation (second date of publication)	Wednesday, March 26, 2025
• **Deadline for Questions & Inquiries**	**Thursday, April 03, 2025, by 5:00 PM CST**
• **Submission Deadline / RFP Opening**	**Thursday, April 17, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, April 17, 2025, 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m061e81596a515e064a51bc5a2fad31d6

Join by meeting number
Meeting number (access code): 2489 372 3811
Meeting password: 25-041 (250041 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24893723811## US Toll

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Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24893723811@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. SUBMISSION INSTRUCTIONS:

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" (see instructions below) proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK IN" SUBMITTALS ONLY

One (1) unbound single-sided original proposal, two (2) single-sided proposal copies, must be submitted no later than **2:00 PM CST,** on **Thursday, April 17, 2025:**

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

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

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ **https://www.galvestoncountytx.gov/county-offices/purchasing**

E. PROPOSAL SURETY

A surety/bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds ***are not requirements*** of this solicitation.

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G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process ***is applicable*** to this solicitation.

H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates ***are not*** applicable to this solicitation.

I. PERSONNEL TO CONTACT

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

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

Respondents must e-mail their requests (with the subject line "**Aerial Adulticide Application Services – RFP #25-041– Questions"**) for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response**. All Respondents should check the County's procurement web page for all addenda prior to submitting a response.
The County's procurement web page is located at http://www.galvestoncountytx.gov/county-offices/purchasing

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Responder to prepare a responsive or competitive submittal.

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All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

J. ASSIGNMENT AND SUBLETTING

The Contractor will retain full control over this contract and will not assign or subcontract said contract without the prior written consent of the County. Failure to request consent shall be grounds for default under this Contract. The Contractor further agrees that assigning or subcontracting any portion or feature of the work shall not relieve the Contractor from its full obligations under this contract.

The successful contractor shall obtain prior approval and consent from the County prior to utilizing a subcontractor with respect to the services to be provided. These services shall be of the same professional quality as mentioned in the contract and all requirements are to remain in effect. The contractor shall warrant that each of its subcontractors providing services (if any) shall procure and maintain insurance of the types and to the limits specified herein.

If consent is granted by the County, successful contractor must take all necessary steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps must include the following:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority business, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the department of Commerce; and
6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

K. DISASTER AND EMERGENCY RESPONSE

The Galveston County Commissioners' Court recognizes the vulnerability of Galveston County citizens and their communities to damage, injury, and loss of life and property resulting from disasters. Such events require 24/7 responses from emergency first responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel.

In an effort to satisfy cost reasonableness responsibilities and reimbursement initiatives in times of declared emergencies or disasters and their recovery efforts, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specifications listed herein and in the resultant contract. These services shall be solicited on the open market with the same specifications as listed herein and as stated in the resultant contract, however, may include scope changes due to the unknown status of the emergency. The County of Galveston reserves the right to utilize the most

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advantageous and cost-effective solution(s) during the duration of the declared event and recovery period in an effort to relieve the taxpaying citizens of increased burden and financial hardship.

L. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

John Marshall
Mosquito Control Director
Galveston County Mosquito Control District
5115 Hwy 3
Dickinson, TX 77539

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

M. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and two (2) hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Respondents shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

N. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **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 ensuring 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 an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County 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) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing

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Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

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

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

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

O. SCOPE OF WORK

ADULTICIDE SPECIFICATION

Dibrom (Active Ingredient Naled) is the product specified for adulticide use by the Galveston County. No substitutes will be accepted without prior notification from the County or its authorized representative. The successful contractor shall apply the insecticide at the rate specified by the County. No applications will be at rates above and/or below those specified on the label of the authorized chemicals used.

Contractor Responsibilities:
The successful contractor shall meet the minimum requirements:

a. Be responsible for transfer of the insecticide from the insecticide container to the aircraft;
b. Provide sufficient personnel with the capabilities which meet or exceed safety requirements for transferring product(s) in compliance with Federal Environmental Protection Agency (EPA), State and local agencies as well as the ability to proactively contain any challenges associated with product spills;
c. Provide a copy of each aerial spray mission report, showing spray altitude, release height wind speed, release height temperature, aircraft speed (ground speed), date and time of application, amount of insecticide applied, number of acres treated, and all flight path showing "spray on" areas. Reports shall be submitted within forty-eight (48) hours after each application;
d. Be available for contact between the hours of 8:00 a.m. and 5:00 p.m., CST; and be available at times specified by County to perform the Aerial Application Services.
e. Be onsite and ready to begin spraying operations within 72 hours of Galveston County requesting service.

Aircraft:
Successful contractor shall make available the proper aircraft capable of treating a minimum of thirty thousand (30,000) acres in one evening of spraying.

Aircraft used within the contract shall:

- Be certified by the Federal Aviation Administration (FAA), and comply with all requirements of FAR Part 137, Agricultural Operation.

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- Be calibrated to deliver the correct amount of insecticide and droplet size must comply with the insecticide label based on the operation parameters (i.e. swath width, airspeed, etc.).

- Be equipped with the Wingman GX aerial spray guidance system or AG Nav Flight Master Platinum GPS Guidance and Mapping system, the above systems will process onboard accurate within less than one (1) know; a two (2) degree vector and less than one (1) degree in temperature to be used for optimization in read time and detection of a temperature inversion. Will be able to produce a printable map of all spray activities, conducted with spray on and spray off.

- Be equipped with a ULV rotary atomizer spray system with nozzles that the droplets have been certified by a Malvern Laser Wind-Tunnel analysis or industry approved one inch (1") spinning Teflon impugners.

- Be capable of GPS (Global Positioning Satellite) guidance with gridline capabilities. The system must have an accuracy of zero (0) to fifty (50) feet and be used on all aerial spray missions.

Application:
The County will supply the contractor with the geographical areas to be sprayed, date, tune, alternate time, and the number of acres to be treated via GIS software supplied by the contractor.

An authorized County representative will be available to monitor all aspects of the spray mission to ensure procedures are followed that will result in a successful best effort mission. Some of the items that the County requests to be monitored are as follows:

- Pre and post Landing Rate Counts (LRC)
- Pre and post surveillance traps
- Meteorological conditions (favorable or unfavorable)
- Application protocols such as lane separation, altitude, etc.

The Customer's representative, along with the contractor, shall have the mutually agreed authority to approve, delay, or terminate the spray mission(s).

During each mission the contractor shall have the ability to perform the following:

- Receive in real-time via an AIMMS-20 weather monitoring system, meteorological conditions at release height into the aircraft, specifically:
    - Temperature
    - Wind speed
    - Wind direction
    - Humidity

Based upon the cumulative effect of many variables such as droplet spectra, aircraft vortices, meteorology from multiple altitudes, evaporation, nozzle location, aircraft characteristics, product characteristics, source geometry (aircraft speed, release height), and application rates, the contractor shall have on board the aircraft the equipment necessary to optimize the application strategies, which result in increased droplet densities, product volume and most efficient droplet sizes into the intended treatment area, while minimizing off-target drift. In addition, the onboard GPS system will be capable of alerting the pilots of real-time meteorological changes and temperature inversions.

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Pilot Qualifications:
Pilots shall have the following qualifications:

- Minimum of five hundred (500) logged and verifiable flight hours;
- Minimum of one hundred (100) logged and verifiable hours in aerial application of insecticide to control mosquitos;
- Possess and maintain current certification in public health and aerial categories of pest control;
- In addition to the above certification, copies of commercial pilot's license with multi-engine rating, first or second class medical certificate, FCC restricted radio operator's permit, and copies of any other documentation required by the FAA, State, and local agencies.

P. COST

The pricing structure shall be based upon on a minimum of twenty thousand (20,000) acres to be treated per Application Event. An Application Event is defined as a minimum of twenty thousand (20,000) acres to be treated over a maximum period of four (4) continuous days. Nothing stated in the resultant contract guarantees a minimum or maximum number of Application Events.

In the event that the County changes the insecticide to be applied and/or the application rate of the insecticide, the pricing structure may be amended upon mutual agreement of both parties in writing.

Galveston County is tax-exempt and therefore taxes and license fees should not be added to the proposal price.

Q. INVOICES:

After each application, the contractor shall submit to the County, an invoice for all services provided. All amounts shall be due upon receipt. **Unless an alternative payment method is authorized by the County, each receipt shall contain a proper Galveston County issued Purchase Order Number.**

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

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

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

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

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R. EVALUATION AND SELECTION PROCESS

The Evaluation Committee will consider the most cost-productive, efficient, and effective proposal. **While the County of Galveston appreciates a brief straight forward and concise response, the proposer must fully understand that the evaluation is based on the information provided.** Accuracy and completeness are essential. Omissions, ambiguous, or equivocal statements may be construed against the proposer. Proposal responses may be incorporated into any contract that results from this RFP, and proposers are cautioned not to make claims or statements that they are not prepared to commit to contractually. Failure of the proposer to meet such claims will result in a requirement that the proposer provides the resources necessary to meet the submitted claims.

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated on page 6 of the General Provisions, Item 17, Award of Proposals – Evaluation Criteria and Factors.

- **COST – 30%**
  The Proposer shall provide pricing information relative to providing the services and supplies outlined herein.

- **EXPERIENCE – 30%**
  The Proposer shall provide information describing the make-up and experience of the company providing the services.

- **ABILITY TO PERFORM – 40%**
  Ability of vendor to provide supplies, services ,and delivery as requesterd herein.

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S. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

FEIN (TAX ID): _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	**#1**_____ **#2**_____ **#3**_____ **#4**_____
3. One (1) original, two (2) copies of submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
8. ATTACHMENT G - Information for Notice	_____
10. ATTACHMENT H - References	_____
11. Contract	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

County of Galveston
Purchasing Department
Vendor Qualification Packet - ATTACHMENT A

(rev. 1.4, September 28, 2017)

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

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

PEID Form: **Person /Entity Information Data**

W -9 Form: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/pubfirs-pdf/fw9.pdf for the latest revision of this form.)

CIQ Form: **Conflict of Interest Questionnaire**
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

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

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

Information regarding the SAM is available at:

: h\ or at

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

Direct Deposit: Direct Deposit Authorization Form Temporarily suspended until further notice

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Worker's Compensation Insurance:

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

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

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

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

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

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (0, the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

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

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

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

1. **Business Name:**
   Attention Line:

2. **Physical Address:**
   City: **State:** **Zip+4:**

3. **Billing / Remit Address:**
   City: **State:** **Zip+4**

4. **Main Contact Person:**
   Main Phone Number:
   Fax Number:
   E-mail Address:

Areas below are for County use only.

Requested By: **Phone / Ext. #**
Department: **Date:**

Action Requested - Check One:	IFAS PEID Vendor Number:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) OneTime	( ) Foster Child	

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See Instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number: ☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

. If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

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

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

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

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

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

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

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

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

Name of Officer

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

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

◯ Yes ◯ NO

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

◯ Yes ◯ NO

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

◯ Yes ◯ NO

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

4

Signature of person doing business with the governmental entity

Date

Adopted *06/29/2007*

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: **RFP 25-041**

Solicitation Title: **AERIAL ADULTICIDE APPLICATION SERVICES**

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

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
RFP 25-041 AERIAL ADULTICIDE APPLICATION SERVICES

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization/Corporation:_____

Address:_____

City: _____ State:_____ Zip Code:_____

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

Title of Authorized Signatory of Proposer:_____

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

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

- Affiant is the _____ of _____, that
  (Individual, Partner, Corporate Officer) (Name of Qualifier)
  submitted the attached Qualification in **RFP 25-041 AERIAL ADULTICIDE APPLICATION SERVICES**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

_____
Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____day of_____, 2025.

_____
Notary Public

My Commission Expires: _____

ATTACHMENT E
Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date:_____

Business Name of Contractor:_____

Company Address: _____

County of Contractor:_____

Individual:_____

Signature of Individual:_____

ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)"Company" has the meaning assigned by Section 806.001.

(2)"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)"Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies o services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date:_____

Business Name of Contractor:_____

Company Address: _____

County of Contractor:_____

Name of Individual:_____

Signature of Individual:_____

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: RFP 25-041

Solicitation Title: AERIAL ADULTICIDE APPLICATION SERVICES

Respondent 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."

ATTACHMENT H
REFERENCES

Solicitation Number: RFP 25-041

Solicitation Title: AERIAL ADULTICIDE APPLICATION SERVICES

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

2. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

3. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

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: 216998

Solicitation Number: RFP 25-041 AERIAL ADULTICIDE APPLICATION SERVICES

Term of Contract: One (1) year with three (3) one (1) year extensions

Initial term (Services): Beginning date of the contract will be _____. The contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes (X) No ( )
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____, 20__.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

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

Contract Number: 216998

Solicitation Number: RFP 25-041 AERIAL ADULTICIDE APPLICATION SERVICES

Term of Contract: One (1) year with three (3) one (1) year extensions

Initial term (Services): Beginning date of the contract will be _____. The contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes (X) No ( )
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____, 20__.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

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

Contract Number: 216998

Solicitation Number: RFP 25-041 AERIAL ADULTICIDE APPLICATION SERVICES

Term of Contract: One (1) year with three (3) one (1) year extensions

Initial term (Services): Beginning date of the contract will be _____. The contract will terminate on _____.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes (X) No ( )
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

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

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

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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.

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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.

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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.

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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 _____, 20__.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*31.

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

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 7/9/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Mosquito Control**
5) **Department Contact: Haley Billiot**

Description: Consideration for the County Judge to execute the contract for ITB 25-048, Altosid Liquid Larvicide 5% & 20% submitted by the Mosquito Control Department

6) **PEID No: 721573**
7) **Req No: n/a**
8) **Orgkey: 2410411100**
9) **Object Code: 5312101**
10) **Vendor: ES OPCO USA, LLC dba VESERIS**
11) **Vendor Contract No: n/a**

Expenditure Budget/Revenue Projections

12) **Fund Name: Mosquito Control District**
13) **Fund #: 2410411100**
14) **Current Year Budgeted:**
15) **Current Year Projected:**
16) **Year 2:**
17) **Year 3:**
18) **Year 4:**
19) **Year 5:**
20) **Totals:**

To Be Completed by Purchasing Department

21) **Contract Start Date:** 8/8/2025
22) **Auto Renewal Contract:** No
23) **Bid No: 25-048**
24) **Contract End Date:** 08/07/2026
25) **Contract # Issued by Purchasing Department: 219596**

NOTES: Awarded in CC on 07/07/2025 - HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	John Marshall	Escalated	7/10/25 9:44 am
2	Haley Billiot	Approve	7/10/25 10:47 am
3	Melissa Fleming	Approve	7/10/25 11:39 am
4	Veronica Van Horn	Approve	7/10/25 12:00 pm
5	Diana Huallpa	Approve	7/14/25 9:19 am
6	Sergio Cruz	Approve	7/15/25 11:56 am
7	Veronica Van Horn	Approve	7/15/25 12:11 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: 219596

Invitation to Bid Number: ITB #25-048 Altosid Liquid Larvicide 5% and 20%

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be August 8, 2025. The Contract will terminate on August 7, 2026.

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: Veseris

Awarded as to addendum(s) (if applicable):

Addendum No. 1: (✓) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X) no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

Veseris
1919 Jacintoport Blvd
Houston, TX 77015

County and Contractor agree as follows:

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

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

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Executed on this the _____ day of _____, 20____.

Contractor:

Veseris

By: Keith L. Haas **Date:** 9 May 2025

Galveston County

By: **Date:**

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

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VeseRiS

By: Keith J. Hanes **Date:** 9 May 2025

Galveston County

By: **Date:**

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Attest:

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Dwight Sullivan, County Clerk

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Veseris

By: Keith J. Haas **Date:** 9 May 2025

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE

722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 10, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: ITB 25-048, Altosid Liquid Larvicide 5% & 20%
Contract #219596

Gentlemen:

It is requested that authorization be granted to the County Judge to sign the contract(s) associated with ITB 25-048, Altosid Liquid Larvicide 5% & 20% awarded to ES OPCO USA, LLC dba Veseris by Commissioners Court on July 7, 2025, item #48.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Enclosures: Contract

GALVESTON COUNTY
PURCHASING DEPARTMENT

INVITATION TO BID

ITB #25-048

ALTOSID LIQUID LARVICIDE 5% AND 20%

SUBMISSION DEADLINE: 05/15/2025

2:00 PM CST

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

INVITATION TO BID
ALTOSID LIQUID LARVICIDE 5% AND 20%
GALVESTON COUNTY, TEXAS

***The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Purpose:
The County of Galveston is seeking a vendor to supply Altosid Liquid Larvicide 5% and 20% for use by the Galveston County Mosquito Control Department. The supplied products must be of commercial grade, suitable for application for commercial purposes, meet all OSHA, EPA, Federal, State, and local requirements, based on the specifications listed herein.

Submittal Instructions for "Walk Ins":
Sealed bids in **sets of three (3), one (1) single-sided unbound original and two (2) single-sided copies** will be received in the office of the County Purchasing Agent until **2:00 PM, CST, on Thursday, May 15, 2025,** and opened immediately in that office in the presence of the Galveston County Auditor and the Purchasing Agent. Sealed bids are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372.

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process. Any bid received after 2:00 PM CST on the specified date will be returned unopened.

All bids must be marked on the outside of the envelope:
ITB #25-048
ALTOSID LIQUID LARVICIDE 5% AND 20%

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

Procurement Timeline:
A timeline for this ITB and initial process is included below. Galveston County reserves the right to amend these dates and will notify proposers of any changes via an addendum posted on the County's Purchasing Department's website.

• Advertise Solicitation (first date of publication)	Wednesday, April 16, 2025
• Advertise Solicitation (second date of publication)	Wednesday, April 23, 2025
• **Question Deadline**	**Wednesday, April 30, 2025 by 5:00 PM CST**
• **Submission Deadline/Bid Opening**	**Thursday, May 15, 2025 by 2:00 PM CST**

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m144a5c1a95b9633c8092ba8dd9bc3c1a

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing

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

Bond Requirements:
There is no bond requirement with this ITB.

Debarment and Suspension:
All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

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

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The Special Provisions and the General Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

This solicitation is issued under the general guidance and mandates as refenced in the *Texas Local Government Code, SUBCHAPTER C. COMPETITIVE BIDDING IN GENERAL, Sec. 262.021. SHORT TITLE. This subchapter may be cited as the County Purchasing Act.*

Interested parties are requested to familiarize themselves with these provisions as well as the entire General and Special Provision sections of this document prior to participating and submitting a response to this request.

1. BID PACKAGE

The Invitation to Bid, General and Special Provisions, drawings, specifications/line-item details, contract documents, addenda (if any), and the Bid are all part of the Bid package and Resultant Contract. ***Bids must be submitted in sets of three (3), one (1) unbound original, and two (2) copies****, on the forms provided by the County if County forms are provided and shall include 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 under the terms and conditions in this request for Bid on behalf of the Bidder and to bind the Bidder to the terms and conditions of this request for Bid and the Bidder's response hereto.*

Bidder further understands that Bidders' signing of the contract shall be of no effect unless the contract is subsequently awarded by the Commissioners' Court and the contract properly executed by the Commissioners' Court.

All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price shall prevail.

Each Bidder is required to thoroughly review this entire Invitation to 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; and
E. be otherwise qualified and eligible to receive an award.

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3. **TIME FOR RECEIVING BIDS**

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

Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) 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 section 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.

The Bidder should prominently identify the procurement number and name on the outside of the envelope/mailing package. If the Bidder fails to identify the request for Bid number and name on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the solicitation number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a Bid.

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

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

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

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

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All questions regarding this Invitation to Bid must be submitted in writing to:

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

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective Bidders by addendum. 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 Bidder to the terms and conditions of this Request for Bid, the Bidder's response, and all other terms and conditions of the contract. By this signature, the Bidder further acknowledges that the Bidder has read the request for Bid and Bid documents thoroughly before submitting a Bid and will fulfill the obligations in accordance with the terms, conditions, and specifications detailed herein.

5. BID OPENING

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

6. WITHDRAWAL OF BID / FIRM BID RULE

Bidders may request withdrawal of their 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.

7. COMMISSIONERS' COURT

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

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

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8. 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;
- waive any informality in the Bids received;
- disregard the Bid of any Bidder determined to be not responsible;
- disregard the Bid of any Bidder determined to have not submitted its Bid timely; and/or
- discontinue its efforts for any reason under this request for 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. Engaging in communications regarding this procurement during the pendency of this procurement with County officials and/or personnel who are not within the Purchasing Department;
E. Failure to meet the mandatory requirements of this request for Bid; and/or
F. Evidence of collusion among Bidders.

9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

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

10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. For clarification, "new" includes products containing recovered materials that are EPA-designated items and additionally see Section 63 of these General Provisions on contracts involving federal funds. 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 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.

11. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this request for Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid. If no

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exceptions are stated. **it will be understood that all general and special 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.

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

12. PRICING

Bids will be either lump sum or unit prices as shown on the Bid sheets if included. The net priced items will be delivered to Galveston County, including all freight, shipping, and delivery charges. Galveston County is a tax-exempt local government of the State of Texas, therefore, no taxes shall be included with submitted pricing.

Cash discount must be shown on the Bid, otherwise prices will be considered net. Unless prices and all information requested are complete, the 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.

13. PROCUREMENT CARD (P-CARD) PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a vendor by credit card. This method typically results in substantially faster bill payments, sometimes within three (3) to five (5) days of the actual transaction date. All transaction fees from the card provider are to be paid by the successful contractor. If awarded company will accept payment via credit card (Visa, MasterCard, etc.), this should be notated in the Bid submittal.

14. PASS THROUGH COST ADJUSTMENTS

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

In extreme extenuating circumstances, Contractors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass-through cost increase will not be considered unless a Contractor's cost for the Contractor's product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) calendar days. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass-through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Bid.

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

15. MODIFICATION OF 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 by the Purchasing Agent 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.

16. PRE-BID CONFERENCE

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

17. SIGNATURE OF BIDS

Each Bid shall give the complete name of the Bidder and the 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 on behalf of the Bidder and to sign the Bid sheets and contract under the terms and conditions of this Invitation to Bid and to bind the Bidder hereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

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18. 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 Request for 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.

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

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

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County Purchasing Agent. The contractor will perform all services indicated in the 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's legal counsel 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; to disregard Bids that are not submitted timely; to disregard the Bids of Bidders determined to be not responsible; 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 component may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered along with any other relevant items.

The County reserves the right to reject any or all Bids in whole or in part received by reason of this Request for Bid and may discontinue its efforts under this Request for 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 request for 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 special specifications which follow, the Bid sheets, forms, and any addenda issued are all considered part of the Bid and resultant contract.

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 request for Bid and the resultant contract.

Notice of contract award is anticipated to 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 request for 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 37, Requirement of and Proof of Insurance, or if different, then as described within the Special Provisions or resultant contract.

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

19. DISPUTE AFTER AWARD / PROTEST

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

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

The 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 Bidder considers confidential, proprietary, and/or trade secret.

In the event the County receives a request for information under the Public Information Act seeking information that the Bidder has marked as confidential, proprietary, and /or trade secret, then the County

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agrees that it shall provide notice to the Bidder of the request for information and the request for decision process under the Public Information Act. Thus, the County will submit the initial correspondence to the Texas Attorney General – however, the burden is and shall be on the Bidder to submit correspondence to the Attorney General if the Bidder wishes its information to be withheld. 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 its' information withheld from public disclosure.

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

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

22. RESULTANT CONTRACT

Bidder should submit a proposed contract / agreement with its response, or its sample material terms and conditions for review and consideration.

It is the intent of this solicitation to enter a contract that meets State and Federal guidelines. It is imperative that all responders seeking a contract under this solicitation effort, familiarize and adhere to the requirements of the General Provisions, Special Provisions, and the procurement standards as referenced in 2 C.F.R. Part 200, Sections 200.317-200.326, and Appendix II, 2 C.F.R. Part 200. Sections 200.317–200.326 and Appendix II are referenced in the General Provisions section of this solicitation.

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

The Galveston County Commissioners Court, and/or authorized designees will be responsible for negotiating with the successful contractor, the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies and Procedures.

Amendments will also be brought to Galveston County Commissioners' Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, and that pricing meets the agreed upon pricing methodology as specified in the contract, and that funds are available.

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, provided that the contract is executed by all parties to the contract. Contract documents shall consist of the contract, the General and Special Provisions, drawings, solicitation package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If

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applicable to the attached Bid. Bidder must sign three (3) original contracts and return all three with their Bid submittal.
The Contractor shall procure all permits, licenses, certificates, or any such approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations, for the proper execution and completion of the work under the resultant agreement.

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on County property by the contractor.

The resultant agreement is considered a non-exclusive agreement between the parties.

The successful contractor hereby certifies that this agreement is made without prior understanding, agreement or connection with any corporation, firm or person who submitted bids for the Work covered by The resultant agreement and is in all respects fair and without collusion or fraud. As to Contractor, the successful contractor hereby warrants and certifies that he/she is authorized to enter into this agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

The agreement, including the General and Special Conditions and all amendments or addenda issued by the county, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the resultant agreement shall be deemed to exist or to bind either party hereto.

To satisfy cost reasonableness responsibilities at the time of any extension period, the County of Galveston reserves the right to obtain additional quotes and current pricing information from the successful contractor and other contractors to perform the work as stated per the specification listed herein and in the resultant. The solicited results may be used by the County to determine if the contract extensions will be considered, or other service options be utilized.

23. CONTRACT TERM

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

24. COLLATERAL CONTRACT

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

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

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25. TERMINATION FOR DEFAULT

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

All notices relating to default by Bidder of the provisions of the contract shall be issued by the County through its Legal counsel, and all replies shall be made in writing to the County's legal counsel. Notices issued by or issued to anyone other than the County's legal counsel 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.

26. TERMINATION FOR CONVENIENCE

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

27. 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.

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

28. ESTIMATED QUANTITIES

Any reference to quantities shown in the request for 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.

29. 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. Bidder shall exercise due diligence and is further charged with knowledge of the local, State, and Federal laws, rules, and regulations applicable to this contract. If the Bidder receives an award as a result of its Bid submission in this procurement, the Bidder's failure to have made such investigations and examinations will in no way relieve the Bidder 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.

30. NO COMMITMENT BY COUNTY OF GALVESTON

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

31. 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, including but not limited to best and final offer if applicable. As well, Galveston County 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.

32. BEST AND FINAL OFFERS (BAFO)

In acceptance of Bids, the County 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, but is not limited to, the solicitation of a Best and Final Offer from one or more of the Bidders. If a Best and Final Offer is invoked, this allows acceptable Bidders the opportunity to amend, change, or supplement their original Bid. Bidders may be contacted in writing by the Purchasing Agent, requesting that they submit their Best and Final Offer. Any such Best and Final Offer must include discussed and negotiated changes.

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33. SINGLE BID RESPONSE

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

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

35. 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.

36. BID DISCLOSURES

While this procurement is pending, the names of those who submitted Bids will not be made public unless in conformity with the County Purchasing Act. Likewise, no pricing, staffing, or other contents of the Bid information will be released unless in conformity with the County Purchasing Act. 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.

37. INDEMNIFICATION

The contractor agrees 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, arising out of or 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,

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agents or any person(s), in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

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

38. **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 ensuring 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 prior to the expiration, termination, or cancellation date of any policy and Galveston County shall be named as an additional insured on any such renewal/replacement coverage and a certificate of insurance showing such shall be provided to the

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Purchasing Agent. Said insurance shall not be cancelled, permitted to expire, or changed without at least thirty (30) days prior written notice to the County.

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

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

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.

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

39. 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 (generally, a bid bond) in the amount of five percent (5%) of the total contract price. If Bidder is using a bond, then the

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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 bond (as applicable) will be returned to each respective unsuccessful Bidder(s) after 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.

40. PERFORMANCE AND PAYMENT BONDS (if required)

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 56th Leg., R.S., 1959, and in Article 7.19-1, Vernon's Texas Insurance Code).

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

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

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

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

Additionally, if this request for 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

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Government Code. Bidder should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

41. 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.

42. 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 or with a family member of a local government officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds $2,500.00 during the preceding 12-month period, then 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 ($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.

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

Family relationship. If 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 officer 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.

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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 59th Street
Galveston, Texas 77551

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

Again, if Bidder is required to file a CIQ 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 CIQ Form(s) may also be obtained by visiting the Purchasing Agent's website. This website is linked from the Galveston County homepage, at http://www.galvestoncountytx.gov.

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.

43. DISCLOSURE OF INTERESTED PARTIES/FORM 1295

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

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

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

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

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

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

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

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

44. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM**
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 respecting State Agency administering the grant funding the contract, if applicable, the State, FEMA, or HUD (as applicable), and other Federal and State entities. Further, 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 request for 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 request for Bid and grounds for the rejection of Bidder's Bid.

Bidder shall immediately notify the County Purchasing Agent if it becomes debarred or suspended, placed on the Consolidated List of Debarred Contractors, or in any other way becomes ineligible for award of contract by any Federal agency. This Certification is a material fact relied upon by Galveston County; if it is later determined that the contractor did not comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000, in additional to the remedies available to Galveston County and the State agency administering this grant, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment of contractor.

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

Information regarding the SAM is available at:

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

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

45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED

(Texas Government Code 2252.151; 2252.152) Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)**"Company"** has the meaning assigned by Section 806.001.

(2)**"Foreign terrorist organization"** means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
(3)**"Governmental contract"** means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)**"Governmental entity"** has the meaning assigned by Government Code, Section 2252.001.

Pursuant to Chapter 2252, Texas Government Code, Contractor shall certify that, at the time of execution of this Contract, neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (1) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (2) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

46. VERIFICATION NOT TO BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

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(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees: and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, **CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement.** For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

47. 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.

48. 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 a court of competent jurisdiction in Galveston County, Texas.

49. 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 request for 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 entity's Federal Identification Number (FEIN);
C. New entity's proposed operating plans;
D. New entity's proof of registration in SAM for contracts involving Federal funds;
E. New entity's certification regarding debarment;
F. New entity's certification regarding lobbying; and
G. W-9 Form for new entity

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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.

50. 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.

51. ACCURACY OF DATA

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

52. SUBCONTRACTING/ASSIGNMENT

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

53. 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 Bidder's subcontractors perform in providing the requirements stated in the request for Bid.

54. 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 ensure 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.

55. 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

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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.

56. CONTRACTS SUBJECT TO GRANT FUNDING

Notwithstanding the foregoing, if the contract to be awarded by this procurement is funded with Federal or State grant funds, the Bidder acknowledges that the obligations of the County under the contract are contingent upon the continued availability of grant funding to meet the County's obligations. If the grant(s) to the County is reduced, de-obligated, or otherwise discontinued or terminated, Contractor agrees that the County may immediately terminate the contract without penalty or any liability whatsoever on the part of the County, the State, or the Federal awarding agency.

57. PROCUREMENT ETHICS

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

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

CODE OF ETHICS – Statement of Purchasing Policy:

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

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

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

General Ethical Standards:

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

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

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

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- The employee or any member of the employee's family, has a financial interest pertaining to the procurement;

- A business or organization in which the employee or any member of the employee's 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 family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

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

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

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

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

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58. 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 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 request for 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 request for 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 request for 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.

59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Bidder certifies that, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence a department or employee of an agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a department or employee of any agency, a member of Congress, a department or employee of congress, or an employee of a member of Congress in connection with this

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federal contract, grant, loan, or cooperative agreement, **the bidder shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.**

c. Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The truthful and fully completed and executed original of the Certification Regarding Lobbying (included with bid packet) must be included with the submission of Bidder's Bid and is a mandatory requirement of this request for Bid. Bidder's failure to include the fully completed and executed or original of this Certification shall be considered non-compliant with the requirements of this request for Bid and grounds for the rejection of the Bidder's Bid.

60. 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 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations thereunder.

c. Americans with Disabilities Act: Bidder shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations thereunder.

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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).

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.

g. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

61. 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, the State Auditor's 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.

62. TITLE VI ASSURANCES/TxDOT

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations**: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, DOT)
Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

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(2) **Non-discrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Non-compliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions**. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

63. **ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO)**
The County is subject to Federal and State laws and regulations of the United States and The Texas General Land Office (GLO). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. These Assurances within

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this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(2) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(3) Will comply with all Federal statutes relating to non-discrimination. 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; (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 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 non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(4) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

(5) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(6) Will comply with all Federal statutes relating to non-discrimination. 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

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amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps: (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 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 non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(7) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(8) Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(9) Will comply, as applicable, with the provisions of the Davis- Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub agreements.

(10) Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(11) Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205).

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(12) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(13) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

(14) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

(15) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

(16) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)
To the extent they apply, affirms, and agrees to the following, without exception:

1. represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither nor the firm, corporation, partnership, or institution represented by , or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as .

2. If the Contract is for services, shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. certifies it has submitted this information to the GLO.

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5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the 's submission of its offer to provide consulting services to the GLO or, in the alternative, , in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, except as otherwise provided by statute, rule, or regulation, must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The

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notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the 's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. If Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to and this Contract, then verifies it does not boycott Israel and will not boycott Israel during the term of this Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

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15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, certifies that neither nor any person or entity represented by has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit from providing free technical assistance.

18. represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, , TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO 'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO , OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

23. TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR 'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF 'S PERFORMANCE UNDER THE CONTRACT. AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

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25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of and legally empowered to contractually bind to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, 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, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. 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 relating to accessibility by persons with visual impairments. Accordingly, represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology,

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of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, 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.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and agrees that the Contract can be terminated if knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If, in its performance of the Contract, has access to a state computer system or database, must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, certifies that the entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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65. 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 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 request for Bid and that all such persons are current in child support payments.

66. 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.

67. LABOR STANDARDS

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

Contractor is encouraged to use local labor, but not at the expense of poor workmanship and higher cost. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor agrees to post in a conspicuous place a notice setting forth provisions of this non-discrimination clause.

68. PROCUREMENT STANDARDS - 2 C.F.R. §§ 200.317 – 200.326 & 2 C.F.R. PART 200, APPENDIX II

The Office of Management and Budget (OMB) revised the Uniform Guidance for grants (2 C.F.R. part 200) on August 13, 2020. This was the first major updating of the Uniform Guidance since 2014.

Effective Date:

- The full suite of changes became effective November 12, 2020. They will apply to all new Grants to States awards issued after that date, including the FY2021 awards.

Procurement:

New provisions for procurements by States (2 C.F.R. § 200.317):

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When procuring property and services under an award, a State will continue to follow the same policies and procedures it uses for procurement from its non-Federal funds. A State must now also comply with §§ 200.321 (contracting with small and minority businesses, women's business enterprises, and labor surplus area firms) and 200.322 (domestic preferences for procurements); and continue to comply with § 200.323 (procurement of recovered materials).

New provisions for all other non-Federal entities, including subrecipients of a State:

The OMB explains in the Aug. 13, 2020, Federal Register notice for the Uniform Guidance revisions, the following changes were made to 2 C.F.R § 200.320 (methods of procurement):

- The procurement types are now grouped into three categories:

  (1) Informal (micro-purchase, small purchase);

  (2) Formal (sealed bids, proposals); and

  (3) Non-Competitive (sole source).

The micro-purchase threshold is raised from $3,500 to $10,000. Micro-purchase thresholds higher than $10,000 are based on certain conditions that include a requirement to maintain records for threshold up to $50,000 and a formal approval process by the Fed. Govt. for threshold above $50,000.

More specifically, for Grants to States:

(1) the subrecipient may self-certify an increase of the micro-purchase threshold up to $50,000 (based on certain requirements).

(2) micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. (for details, see 2 C.F.R § 200.320 (a) (1) (iii) and (iv)).

The simplified acquisition threshold is raised from $150,000 to $250,000.

Two contract clauses were added to Appendix II of 2 C.F.R. Part 200. In addition to the previous contract clauses contained in the 2014 version of Appendix II of 2 C.F.R. Part 200, FEMA award recipient and subrecipient contracts and purchase orders must now include contract provisions for *Domestic Preferences for Procurements* (2 C.F.R. 200.322) and the *Prohibition on Contracting for Covered Telecommunications or Services* (2 C.F.R. 200.316)

2 C.F.R. § 200.317. Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§ 200.318 General procurement standards through 200.326 Contract provisions.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 20313

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2 C.F.R. § 200.318. General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

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(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also § 200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015; 80 FR 45395, July 30, 2015

2 C.F.R. § 200.319. Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

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(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.320. Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

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(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-

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reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015

2 C.F.R. § 200.321. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.322. Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014

2 C.F.R. § 200.323. Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

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(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.324. Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.325. Bonding requirements.

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For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

69 FR 26280, May 11, 2004; 78FR 78608, Dec. 26, 2013, unless otherwise noted

2 C.F.R. § 200.326. Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

69 FR 26280, May 11, 2004; 78 FR 78608, Dec. 26, 2013, unless otherwise note

2 C.F.R. Part, 200, Appendix II

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

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appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

DOMESTIC PREFERENCES FOR PROCUREMENTS *(All State and non-State entity purchase orders must adhere to the following)*

§ 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES
(Effective August 13, 2020 for new, extended, or renewed procurements under all open FEMA awards)

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in
Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

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telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(c) See also § 200.471.

69. PROCUREMENT LAWS

a. Bidder shall comply with all applicable local, State, and Federal laws, rules, and regulations.

b. If this contract is made pursuant to a federal award. then Contractor acknowledges that the contract is subject, without limitation, to applicable provisions within 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor shall comply with applicable provisions within 2 C.F.R., Sections 200.319 through 200.326, including but not limited to the following:

1.) **Equal Employment Opportunity**, 41 C.F.R. Part 60-1.4(b) (applicable to federally assisted construction contracts).

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national original, disability, or veteran status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national original, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national original, disability, or veteran status.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

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

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

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

3.) **Davis-Bacon Act as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of $2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by the Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (the County) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be condition upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contract must also include a provision for compliance with the Copeland Anti-Kickback Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

4.) **Compliance with the Copeland "Anti-Kickback" Act.** Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the person is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. "Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title [Title 18, U.S.C.] or imprisoned not more than five years, or both." 18 U.S.C. § 874.

(a) Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(b) The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clause above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5.) **Contract Work Hours and Safety Standards Act.**

(a) Where applicable, all contracts awarded by the County in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as

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supplemented by the Department of Labor regulations at 29 C.F.R. Part 5. Under 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.S. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or material or articles ordinarily available on the open market, or contractors for transportation or transmission of intelligence.

(b) Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this subsection the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this subsection, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this subsection.

(3) Withholding for unpaid wages and liquidated damages. The awarding Federal agency, State agency, or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

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

(a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(c) The regulations and 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7.) **Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act 933 U.S.C. §§ 1251-1387), as amended.**

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., and agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S. C. § 1251, et seq.

(b) The contractor agrees to report each violation of the Clean Air Act and/or the Federal Water Pollution Control Act to the Federal awarding agency, the State agency administering the grant, and the Regional Office of the Environmental Protection Agency (EPA) and understands and agrees that the Federal awarding agency, the State agency, and the EPA will, in turn, report each violation as required to assure notification to Galveston County, the Federal Emergency Management Agency, and the appropriate EPA Regional Office.

8.) **Debarment and Suspension (Executive Orders 12549 and12689).** A contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 and 12689. The Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Bidder agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C, and 2 C.F.R. Part 3000, Subpart C, while this offer is valid and through the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9.) **Domestic Preferences for Procurements (2 C.F.R. § 200.323)**
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(c) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10.) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (2 C.F.R. § 200.216)**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(2) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. 200.216, 200.327, 200.471, and Appendix II to C.F.R. Part 200, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

11.) **Procurement of Recovered Materials (2 C.F.R. § 200.323)**

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(a.) A non-Federal entity that is a State agency or agency of a political subdivision of the State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Public Law No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962).

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b.) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;
(2) Meeting contract performance requirements; or

(3) At a reasonable price.

(e) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designated items is available at https://www.epa.gov/cpg/products.htm.

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

70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)

SECTION 3 ACT OF 1968 (12 U.S.C. 1701u and 24 CFR Part 135)

DISCLAIMER: THIS CONTRACT [IS NOT] HUD-FUNDED AND THEREFORE SECTION 3 [DOES NOT] APPLY TO THIS CONTRACT.

For any HUD-funded contract with a value in excess of $100,000, Contractor and subcontractors must comply with the Section 3 Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for new employment, contracting, or training opportunities.

For any Section 3 Covered Contracts, Contractor and subcontractors must comply with all provisions of the Section 3 Act of 1968, contained under 24 CFR 135. Contractor and subcontractors must include the Section 3 Clause in its entirety, in every subcontract subject to compliance with regulations in 24 CFR 135.
Contractor and subcontractors must assure that to the greatest extent feasible, contracts for work to be performed in connection with the project are awarded to Section 3 Business Concerns. Contractor and subcontractors must post

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all new hire opportunities with the local Workforce Solutions Center and or Work-in-Texas, in accordance with 24 CFR 135. The minimum numeric goals for Section 3 utilization are:

- 30 percent of total number of new hires are Section 3 Residents (i.e. 1 out of 3 new hires); 10 percent of all awarded construction contracts are awarded to Section 3 Business Concerns;
- 3 percent of all awarded non-construction contracts are awarded to Section 3 Business Concerns.

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic

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Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section

71. REQUIRED CONTRACT PROVISIONS

The Part 200 Uniform Requirements require that non-Federal entities' contracts contain the applicable provisions described in Appendix II to Part 200 — "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards." Violations of law will be referred to the proper authority in the applicable jurisdiction. All Prime Contractors awarded contracts by Galveston County which are federally funded, in whole or in part, are required to comply with the provisions below. Additionally, Prime Contractors with Galveston County are required to include the provisions below in any contracts executed with subcontractors performing the scope of work and shall pass these requirements on to its subcontractors and third-party contractors, as applicable. In addition to other provisions required by the relevant Federal agency, State of Texas, or Galveston County, all contracts made by Galveston County under the Federal award shall contain provisions covering the following, as applicable.

ACCESS TO RECORDS & RECORD RETENTION (2 CFR 200.336)

Contractor must provide Galveston County, the State of Texas, the Texas General Land Office (GLO), the U.S. Department of Housing and Urban Development (HUD), the FEMA Administrator, the Inspectors General, the Comptroller General of the United States, or any of their pass-through entities or authorized representatives access to any books, documents, papers, and records of the Contractor and its subcontractors which are directly pertinent to this contract/project for the purposes of making/responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Contractor must keep records within Galveston County or note in bid that records will be available within the boundaries of Galveston County to those representatives within twenty-four (24) hours of request by the County. Contractor must maintain all records pertaining to the project for seven (7) years after receiving final payment and after all other pending matters have been closed.

ACCESSIBILITY (24 CFR 570.614) & SECTION 504 (29 U.S.C. Section 794 and 24 CFR Parts 8-9)

Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities. Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157); the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6); the Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225); Texas Administrative Code, Title 10, Chapter 60, Subchapter (B) the Texas Architectural Barriers Act (TABA); the Architectural Barriers (AB) Rules; and the Texas Accessibility Standards (TAS).

BYRD ANTI-LOBBYING AGREEMENT (2 CFR 200 APPENDIX II (J) AND 24 CFR 570.303)

Pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contract exceeds $100,000.00, the Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

CIVIL RIGHTS ACT OF 1964 (Title VI 42 U.S.C. § 2000d)

Title VI of the Civil Rights Act of 1964, Section 109 of the Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9), and the Americans with Disabilities Act of

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1990 (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225), prohibits Contractors from excluding or denying individuals benefits or participation in this project on the basis of race, color, religion, national origin, sex, or disability. The provisions require that no person in the United States shall on the ground of race, color, religion, national origin, sex, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds made available pursuant to these Acts.

For purposes of this Part "program or activity" is defined as any function conducted by an identifiable administrative unit of the recipient, or private Contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds" means that community development finds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a subrecipient to an identifiable administrative unit and disbursed in a program or activity. A Contractor may not, under any program or activity to which the regulations of this Part may apply directly or through contractual or other arrangements, on the grounds of race, color, national origin, or sex:

a. Deny any facilities, services, financial aid or other benefits provided under the program or activity;

b. Provide any facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;

c. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity;

d. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;

e. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity; and

f. Deny an opportunity to participate in a program or activity as an employee.

CLEAN AIR ACT (2 CFR Appendix II to Part 200 (G))
Pursuant to 2 CFR Appendix II to Part 200 (G), if at any time during the contract term funding to contract exceeds $150,000, the Contractor must comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contractors securing a contract in excess of $150,000.00 shall not expend such funds by making use of subcontracting with facilities included on the Environmental Protection Agency List of Violating Facilities as per Section 306 of the Clean Air Act, Section 508 of The Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations 40 CFR.
For any subcontractors under this contract receiving contracts in excess of $150,000 Contractor is required to include a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 85) and Section 308 Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR Appendix II to Part 200 (E))
Pursuant to 2 CFR 200 Appendix II (E), if at any time during the contract term funding to contract exceeds $100,000, the Contractor must comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must

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include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

(1) Overtime Requirements – No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145)
Pursuant to 2 CFR Appendix II to Part 200 (D), Contractor must comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each vendor, contractor, subcontractor, or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Contractor shall include this provision in all

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contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency.

COST PLUS CONTRACTING PROHIBITED (2 CFR 200.323(D))
Cost-plus-a-percentage-of-cost (CPPC) contracts are prohibited by 2 CFR 200.323(d). The cost plus a percentage of cost and percentage of construction cost methods of contracting must never be used, including in subcontracts and third-party contracts. A cost-plus contract is one that is structured to pay the contractor or subcontractor their actual costs incurred, plus a fixed percent for profit or overhead.

A cost-plus-a-percentage-of-cost (CPPC) contract is a contract containing some element that obligates Galveston County or Contractor to pay a contractor or subcontractor an amount (in the form of either profit or cost), undetermined at the time the contract was made, to be incurred in the future, and based on a percentage of future costs. The inclusion of an overall contract ceiling price does not make these forms of contracts acceptable. This type of contract is prohibited because there is no incentive for the contractor or subcontractor to keep its incurred costs low. Instead, there is a reverse incentive for the contractor or subcontractor to continue to incur additional costs in order to continue to drive the percentage of cost up. In other words, increased spending by the contractor will yield higher profits. This prohibition applies to all work, regardless of the circumstances, and applies to subcontracts of the contractor cases where the prime contract is a cost-reimbursement type contract or subject to price redetermination.

DAVIS BACON AND RELATED ACTS (2 CFR 200 APPENDIX II (D))
Pursuant to 2 CFR 200 Appendix II (D), for any contract in excess of $2,000, Contractor must comply with the Davis Bacon and Related Acts, and the requirements shall be applicable to any labor or mechanic work completed in connection with this contract which fall under the Davis Bacon Act. Any Contractor awarded under this contract is required to comply with the Davis Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). In accordance with the statute, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

If Davis Bacon is applicable, Galveston County will provide a copy of the current Davis Bacon Wage Decision with the solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis in the format required by the County. At County's request, Contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii)) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following. The Statement of Compliance can be found on page 2 of the WH-347 form, and/or additional certifications of compliance may be required by Galveston County. Any Statement of Compliance is

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subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing the statement should have knowledge of the facts represented as true. Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Galveston County shall report all suspected or reported violations to the Federal awarding agency, as applicable.

DEBARMENT / SUSPENSION AND VOLUNTARY EXCLUSION (2 CFR Appendix II to Part 200 (I))
Pursuant to 2 CFR Appendix II to Part 200 (I), a Contract meeting the definition in 2 C.F.R. § 180.220 must not be made to parties listed on the System for Award Management (SAM) Exclusion lists, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Executive Orders 12549 and 12689, a contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. A contract award must not be made to parties listed in the SAM Exclusions. SAM exclusions can be accessed at www.sam.gov.

Additionally, no contracts shall be awarded to any Contractor that has been debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted.

This contract is a covered transaction for purposes of compliance with Title 2 C.F.R. parts 180 and 3000, and as such the Contractor is required to verify that none of the contractor, its principals (as defined at 2 C.F.R. § 180.995), or its affiliates (as defined at 2 C.F.R. § 180.905) are excluded (as defined at 2 C.F.R. § 180.940) or disqualified (as defined at 2 C.F.R. § 180.935). These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities (See 2 C.F.R Part 200, Appendix II). The Contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and shall include this requirement and similar certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

The Contractor confirms that it is eligible or otherwise not disqualified or prohibited from participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension. Additionally, the Contractor warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Services Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. Galveston County reserves the right to verify any contractor's status and document instances of debarment, suspension, or other ineligibility.

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Contractor shall verify that all subcontractors performing work under this Contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. The Contractor further must notify Galveston County in writing immediately if Contractor or its subcontractors are not in compliance with Executive Order 12549 during the term of this contract. Contractor shall include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

If it is found that the Contractor did not comply or is not in compliance with Executive Order 12549 (2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C), the Contractor may be subject to available remedies, including but not limited to, refunding Galveston County for any payments made to the Contractor while ineligible, and also acknowledges that the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-1.4(b) and 2 CFR 200 APPENDIX II (C))
Contractor must comply with, and incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the Equal Employment Opportunity provisions as follows:
During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

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Contractor must include the equal opportunity clause in each of its nonexempt subcontracts, and to require all non-exempt subcontractors to include the equal opportunity clause in each of its nonexempt subcontracts.

EQUAL EMPLOYMENT OPPORTUNITY FOR WORKERS WITH DISABILITIES (48 CFR 52.22236)
During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for Workers with Disabilities provisions.

Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

EQUAL EMPLOYMENT OPPORTUNITY FOR VEVRAA PROTECTED VETERANS (41 CFR 60.300)
Galveston County is an equal opportunity employer of protected veterans. During the performance of this contract, the Contractor must comply with required Equal Employment Opportunity for VEVRAA Protected Veterans provisions. Contractor shall include the following equal opportunity clause in each of its covered Government contracts or subcontracts (and modifications, renewals, or extensions thereof if not included in the original contract):

a. The definitions set forth in 41 CFR 60-300.2 apply to the terms used throughout this Clause, and they are incorporated herein by reference.

b. The contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran, recently separated veteran, active-duty wartime or campaign badge veteran, or Armed Forces service medal veteran (hereinafter collectively referred to as "protected veteran(s)") in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

i Recruitment, advertising, and job application procedures.

ii Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

iii Rates of pay or any other form of compensation and changes in compensation.

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iv Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

v Leaves of absence, sick leave, or any other leave.

viFringe benefits available by virtue of employment, whether or not administered by the contractor.

vii Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

viii Activities sponsored by the contractor including social or recreational programs.

ix Any other term, condition, or privilege of employment.

c. The contractor shall immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, with the appropriate employment service delivery system where the opening occurs. Listing employment openings with the state workforce agency job bank or with the local employment service delivery system where the opening occurs will satisfy the requirement to list jobs with the appropriate employment service delivery system. In order to satisfy the listing requirement described herein, contractors must provide information about the job vacancy in any manner and format permitted by the appropriate employment service delivery system which will allow that system to provide priority referral of veterans protected by VEVRAA for that job vacancy. Providing information on employment openings to a privately run job service or exchange will satisfy the contractor's listing obligation if the privately run job service or exchange provides the information to the appropriate employment service delivery system in any manner and format that the employment service delivery system permits which will allow that system to provide priority referral of protected veterans.

d. Listing of employment openings with the appropriate employment service delivery system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

e. Whenever a contractor, other than a state or local governmental contractor, becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service delivery system in each state where it has establishments that: (a) It is a Federal contractor, so that the employment service delivery systems are able to identify them as such; and (b) it desires priority referrals from the state of protected veterans for job openings at all locations within the state. The contractor shall also provide to the employment service delivery system the name and location of each hiring location within the state and the contact information for the contractor official responsible for hiring at each location. The

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"contractor official" may be a chief hiring official, a Human Resources contact, a senior management contact, or any other manager for the contractor that can verify the information set forth in the job listing and receive priority referrals from employment service delivery systems. In the event that the contractor uses any external job search organizations to assist in its hiring, the contractor shall also provide to the employment service delivery system the contact information for the job search organization(s). The disclosures required by this paragraph shall be made simultaneously with the contractor's first job listing at each employment service delivery system location after the effective date of this final rule. Should any of the information in the disclosures change since it was last reported to the employment service delivery system location, the contractor shall provide updated information simultaneously with its next job listing. As long as the contractor is contractually bound to these provisions and has so advised the employment service delivery system, there is no need to advise the employment service delivery system of subsequent contracts. The contractor may advise the employment service delivery system when it is no longer bound by this contract clause.

f. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Wake Island, and the Trust Territories of the Pacific Islands.

g. As used in this clause:

   i. All employment openings include all positions except executive and senior management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

   ii. Executive and senior management means: (1) Any employee (a) compensated on a salary basis at a rate of not less than $455 per week (or $380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities; (b) whose primary duty is management of the enterprise in which the employee is employed or of a customarily recognized department or subdivision thereof; (c) who customarily and regularly directs the work of two or more other employees; and (d) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status of other employees are given particular weight; or (2) any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

   iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

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h. The contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

i. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

j. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are provided the notice in a form that is accessible and understandable to the disabled veteran (e.g., providing Braille or large print versions of the notice, posting the notice for visual accessibility to persons in wheelchairs, providing the notice electronically or on computer disc, or other versions). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

k. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of VEVRAA and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, protected veterans.

l. The contractor will include the provisions of this clause in every subcontract or purchase order of $100,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to VEVRAA so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

m. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their protected veteran status.

n. The Contractor shall forfeit as a penalty to the County who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor under him/her.

o. All contractors shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers.

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FAIR LABOR STANDARDS ACT
Contractor must comply the Fair Labor Standards Act of 1938 (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract. The Contractor warrants that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 United States Code (U.S.C.) Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000, et al., as amended; or any provisions of the Texas Labor Code Ann., as amended.

FLOOD DISASTER PROTECTION ACT OF 1973 (24 CFR 570.605)
Contractor must comply with the provisions in 24 CFR 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and the regulations in 44 CFR Parts 59-79.

GREEN BUILDING STANDARDS
At a minimum, Contractors and subcontractors must comply with local codes and any applicable national building codes for any work involving rehabilitation or construction, including design. When a contract is funded, in whole or in part, by HUD funding, Contractors must comply with applicable Green Building standards to the maximum extent feasible. Green Building standards may apply to single-family properties, multifamily properties, or both and may include, but are not limited to best practices defined under LEED, Enterprise Green Communities, or NAHB National Green Building Standards and may include specific measures for water conservation, energy efficiency, and indoor air quality. Contractor and subcontractors must comply with the following standards, as applicable:

- 2009 ICC International Energy Conservation Code (IECC)
- ASHRAE 90.1-2007, which sets minimum energy standards for buildings except low-rise residential buildings
- ASHRAE 62.1-2010 and 62.2-2010, which set minimum standards for ventilation for indoor air quality for common areas in mid- and high-rise buildings, and low-rise residential buildings, respectively.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.
- Moderate residential housing rehabilitation, when funded by CDBG-DR grants, must comply with the Community Planning & Development (CPD) Retrofit Checklist and provide Energy Star appliances, Water Sense or FEMP products if replaced.
- New or replacement residential housing, when funded by CDBG-DR grants, must adhere to Green Building standards, including Energy Star Certified Homes or Energy Star for Multifamily High Rise and other applicable green building requirements.

HOLD HARMLESS AGREEMENT
Contractor shall indemnify, defend, and hold harmless Galveston County from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this Invitation for Bids, appropriate insurance coverage including, at a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this Invitation to Bid. Certification of such coverage must be provided to the County upon request.

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The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LEAD-BASED PAINT (24 CFR 570.608)
Contractor and subcontractors must comply with the provisions found in 24 CFR 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This Article 2(f) is to be included in all subcontracts, for work in connection with this Contract, which relate to residential structures.

NON-COLLUSION (The Sherman Act)
Contractor must comply with the requirements of The Sherman Act, which prohibit collusion. Collusion occurs when two persons or representatives of an entity or organization make an agreement to deceive or mislead another. Such agreements are usually secretive and involve fraud or gaining an unfair advantage over a third party, competitors, consumers or others with whom they are negotiating. The collusion, therefore, makes the bargaining process inherently unfair. Collusion can involve promises of future benefits, price or wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties.

The Sherman Act prohibits any agreement among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Collusion, bid rigging, or other anticompetitive activity is considered a felony.
Contractor shall not in any way, directly or indirectly:

a. Collude, conspire, or agree with any other person, firm, corporation, Bidder or potential Bidder to the amount of this Bid or the terms or conditions of this Bid.

b. Pay or agree to pay any other person, firm, corporation Bidder or potential Bidder any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Bid or the Bid of any other Bidder.

c. Assemble in coordination with any other organization in an attempt to fix the price of the work.

Contractors are expected to report any suspected fraud, collusion, or impropriety from the inception of solicitation through the end of the contract term.

NON-SEGREGATED FACILITIES
"Prohibition of Segregated Facilities"

a. Segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

   Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

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c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

PARTICIPATION BY MINORITY & WOMEN-OWNED BUSINESS ENTERPRISES (2 CFR 200.321)
Contractor must comply with the Minority and Women-owned Business Enterprise participation requirements under 2 CFR 200.321. Contractors must take all affirmative steps necessary to subcontract with Minority and Women-owned Business Enterprises (MWBEs) to assure that MWBEs are used when possible. These affirmative steps shall include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The State of Texas maintains a Historically Underutilized Business Program, which identifies any business at least 51 percent owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who resides in Texas and actively participate in the control, operations and management of the entity's affairs as a Historically Underutilized Business (also considered MWBE). Contractors who wish to check the status of a firm may visit https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractors and subcontractors are required to facilitate Minority & Women-Owned Business Enterprise participation. Contractors are encouraged to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers in order to comply with the requirements and may check for firms who perform relevant work by searching https://comptroller.texas.gov/purchasing/vendor/hub/.

Contractor and subcontractors must facilitate Minority & Women-Owned Business Enterprise participation and take all affirmative steps to utilize MWBEs / HUB firms as subcontractors, subconsultants, or suppliers throughout the life of the Contract.

POTENTIAL CONFLICTS OF INTEREST
Pursuant to 2 CFR 200.112, Contractor must comply with disclosure requirements in accordance with Texas Local Government Code, Chapter 176. Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract. By law, the Conflict of Interest Questionnaire (provided by the Texas Ethics Commission at www.ethics.state.tx.us) must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the Contractor becomes aware of facts that require the statement to be filed.

This law requires persons desiring to do business with the County to disclose any gifts valued in excess of $250 given to any County Official or the County Official's family member, or employment of any County Official or the County

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Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Galveston County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

An outside consultant or contractor is prohibited from submitting a bid for services on a Galveston County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venture or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Galveston County.

PREVAILING WAGES (2 CFR 200 APPENDIX II (D) and TGC 2258)
Pursuant to 2 CFR 200 Appendix II (D), Contractor must comply with Texas Government Code (TGC) 2258, Prevailing Wage Rates. Accordingly, Contractor must submit a certified payroll records as required, and compensate any worker employed on a public works project not less than as applicable. As noted under "Davis Bacon and Related Acts", when required by Federal program legislation, construction contracts in excess of $2,000 awarded by Galveston County shall require compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must pay wages to laborers and mechanics at a rate not less than the local prevailing wages, or Davis Bacon wages, as applicable. If both Texas prevailing wages and Davis Bacon provide rates for a particular class, Contractors must pay the greater wage rate. In addition, Contractor must pay wages not less than once a week.

In compliance with Section 2258 of the Texas Government Code, Contractor and any subcontractor hired by Contractor for the construction of any project, shall pay not less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference. In submitting a Bid, Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor must submit certified payroll of contractor and all subcontractors on a weekly basis. At County's request, Contractor must make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents. Regardless of whether Davis Bacon or Texas Prevailing Wages apply, the County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

Galveston County will ascertain if proper wage rates are being paid to the employees as required. In the event of a discrepancy between the work performed and the wages paid, the County shall document same and notify Contractor. If, for any length of time and as determined by Galveston County, discrepancies appear between the certified payrolls and the actual wage paid, the County shall require check stubs to be attached to each weekly certified payroll. Pursuant to Texas Government Code Section 2258.051, the County reserves the right to withhold any monies due Contractor until such discrepancy is resolved and the necessary adjustment made. The Contractor shall forfeit as a penalty, in accordance with Texas Government Code Section 2258.023(b), to the County or entity who administers the subject Project receiving Federal assistance, Sixty Dollars ($60.00) for each worker, employed for each calendar day, or a portion thereof, such worker is paid less than the said stipulated rates for any work done under this Project, by him/her or by any contractor/subcontractor under him/her.

All contractor/subcontractor shall keep, or cause to be kept, an accurate record showing the names of all workers, also the actual per diem wages paid to each of such workers. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with weekly or monthly certified payrolls, contractor is responsible for

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any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)
Pursuant to 2 CFR 200.322, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). As such, any contractors awarded under this contract opportunity is subject to the requirements of Section 6002, which include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
Contractor must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Contractor and its subcontractors pertaining to any matter resulting from the contract.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS CERTIFICATION

b. Definitions. The definitions pertaining to this provision are those that are set forth on the clause entitled "Restrictions on Public Works Projects." (Set out under "Contract Clauses" below.)

c. Certification. Except as provided in paragraph (C) of this provision, by submission of its bid or proposal, Bidder certifies that it:

   i. Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) (see paragraph (H) of this provision);
   ii. Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR, and
   iii. Will not provide any product of a country included on the list of foreign countries that discriminate against the U.S. firms published by the USTR.

d. Inability to certify. A Bidder unable to certify in accordance with paragraph (b) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

e. Applicability of 18 U.S.C. 1001. This certification is paragraph (B) of this provision concerns a matter within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 U.S.C. 1001.

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f. Notice. Bidder shall provide written notice to the Contracting Officer if, at any time before the contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

g. Restrictions on contract award. Unless a waiver to these restrictions is granted by the Secretary of Housing and Urban Development, no contract will be awarded to a Bidder (1) who is owned or controlled by a citizen or national of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, (2) whose subcontractors are owned or controlled by citizens or national of a foreign country on the USTR list or, (3) who incorporates any product of a foreign country on the USTR list in the public works project.

h. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add countries to the list, and remove countries from it, in accordance with section 109 (C) of PUB. L. 100-202.

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

a. Definitions. "Component", as used in this clause, means those articles, materials, and supplies incorporated directly into the product. "Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country:

i. If 50 percent or more of the Contractor or subcontractor is owned by a citizen or a national of the foreign country;

ii. If the title to 50 percent of more of the stock of the Contractor or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country.

iii. If 50 percent or more of the voting power in the Contractor or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country; iv. In the case of a partnership, if any general partner is a citizen of the foreign country;

v. In the case of a corporation. If its presidents or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of

its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or

vi. In case of a contractor or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (A) 1 through 5 of this clause. "Product", as used in this clause, means construction materials, i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, Galveston County will consider a product as produce in a foreign country if it has been assembled or manufactured in the

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foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

b. Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (C) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

c. USTR List. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country-Japan. The USTR can add other countries to the list, or remove countries from it, in accordance with section 109 (C) of PUB. L. 100-102.

d. Certification. The Contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

e. Subcontractors. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties, in all subcontracts. This paragraph (E) shall also be incorporated in all subcontracts.

RIGHTS TO INVENTIONS (2 CFR Appendix II to Part 200 (F))
Any discovery or invention that arises during the course of the contract shall be reported to Galveston County. This clause requires the Contractor to disclose promptly inventions to the County (within 2 months) after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The awarding agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and Title 37 C.F.R. § 401.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §.401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of Title 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (24 CFR 570.602)
Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

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TERMINATION FOR CAUSE & CONVENIENCE (2 CFR Appendix II to Part 200 (A) and (B))
Pursuant to 2 CFR Appendix II to Part 200 (A), Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
Pursuant to 2 CFR Appendix II to Part 200 (B), all contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement. Galveston County shall have the right to terminate this contract for cause and convenience.

In the event of a failure by Contractor to satisfactorily perform the services specified herein and/or a default by Contractor in abiding by the other terms and conditions of this Contract, Galveston County may terminate the Contract on written notice to Contractor and Contractor shall be liable for all damages, costs, and expenses (including attorney fees) incurred by County related to this default. Such termination is in addition to and not in lieu of any other remedies that Galveston County may have in law or equity. Administrative remedies for nonperformance, violation or breach of contract terms, or termination of contract for default may include suspension and debarment. Galveston County may assess liquidated damages for failure to meet completion deadlines, contract breaches, or performance failures of the Contractor or its Subcontractors.

Contractor shall be provided the opportunity to cure certain performance failures or instances of default as described in the contract documents. The legal dispute resolution process as applicable under the Texas Civil Practice and Remedies Code shall include, but is not limited to, Texas and Civil Practice and Remedies Section 38 – Attorney's Fees, Texas Civil Practice and Remedies Section 41 – Damages, and Texas Civil Practice and Remedies Section 154 – General Provisions. Galveston County and Contractor(s) should attempt to resolve any claim for breach of contract made by Contractor, to the extent it is applicable to the Contract and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by the County or the State of Texas of the right to seek redress in a court of law.

Termination provisions are included in the Contract Requirements & Payment, Section VIII, portion of this IFB.

WHISTLEBLOWER PROTECTION ACT
Contractor, subcontractors, and employees working on this Project shall be subject 41 U.S. Code § 4712, which requires that an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The Contractor shall inform its employees and subcontractors in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts providing services for this Project.

72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – (GLO)
If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

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Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY
The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);
The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 et seq.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6,2018, as amended.

CIVIL RIGHTS
Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, et seq.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. §3601, et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.),
including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS
The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

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The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and
Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES
Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS
Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT
Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES
The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, et seq.), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, et seq.), particularly section 3 (16 U.S.C. §469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES
Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

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National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION
Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT
The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, et seq.), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS
The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), et seq., and 21 U.S.C. §349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES
The Endangered Species Act of 1973 (16 U.S.C. § 1531, et seq.) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS
The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, et seq.) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY
The Clean Air Act (42 U.S.C. § 7401, et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION
Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and,
Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS
Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE
Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

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SUSPENSION AND DEBARMENT
Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. §570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS
Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION
The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, et seq.), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)
If applicable to a Project or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY
As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

(2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

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i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that

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the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management,

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identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL
Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS
Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES
Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum[1] three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum[□] five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")
An unsecured forgivable promissory note shall be issued at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): for a three-year Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

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(1) If the homeowner occupies the home for the full Note term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

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Q. COASTAL MANAGEMENT
Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

74. ENERGY EFFICIENCY (42 U.S.C. 6201 and 2 CFR 200 APPENDIX II (H))
Contractor must comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor must include this provision in all contracts between itself and any subcontractors in connection with the services performed under this Contract.

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

76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APPROVAL
Contractor must obtain permission from the U.S. Department of Homeland Security financial assistance office (DHS FAO) **prior** to using DHS seals(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard Officials.

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

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

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79. ACKNOWLEDGMENT OF GOVERNMENT RECORD
Bidder acknowledges that its submission in this Request for Bids, including its Bid, certifications, affidavits, Vendor Forms (i.e., PEID, W-9, CIQ, etc.) constitutes government records under Chapter 37 of the Texas Penal Code.

80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES
Bidder acknowledges, by its submission in this request for bids, that it shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Galveston County Commissioners' Court on March 7, 2018.

81. 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.

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82. 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 (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

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

To the Contractor at:

End of General Provisions

SPECIAL PROVISIONS

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The General Provisions and the Special Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

***The Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal.** Potential Bidders must register through the online portal to participate electronically.

"Walk-in" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/.**

Please see Item D, SUBMISSION INSTRUCTIONS, for further details.

A. PURPOSE

The County of Galveston is seeking a vendor to supply Altosid Liquid Larvicide 5% and 20% for use by the Galveston County Mosquito Control Department. The supplied products must be of commercial grade, suitable for application for commercial purposes, meet all OSHA, EPA, Federal, State, and local requirements, based on the specifications listed herein.

B. EXCEPTIONS TO BID CONDITIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. PROCUREMENT TIMELINE

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

Advertise Solicitation (first date of publication)	Wednesday, April 16, 2025
Advertise Solicitation (second date of publication)	Wednesday, April 23, 2025
Questions Deadline	**Wednesday, April 30, 2025, by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, May 15, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, May 15, 2025, 2:00 PM CST bid opening virtually by using the following link:

Join from the meeting link
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m144a5c1a95b9633c8092ba8dd9bc3c1a

Join by meeting number
Meeting number (access code): 2505 971 8332
Meeting password: 25-048 (250048 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,25059718332## US Toll

Join by phone
+1-415-655-0001 US Toll

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Global call-in numbers

Join from a video system or application
Dial 25059718332@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. SUBMISSION INSTRUCTIONS

Galveston County Purchasing Department utilizes Bonfire Interactive to distribute and receive bids and proposals in an electronic format via an online portal. Potential Bidders must register through the online portal to participate electronically. "Walk-in" or "mailed-in" proposal submittals are still allowed (see instructions below), however, **Bidders are strongly encouraged to submit their proposals online via Galveston County's e-Procurement Portal located at https://galvestoncountytx.bonfirehub.com/ .**

Registration is currently open and free to the public. Once registered, suppliers will receive automatic email notifications of project opportunities based on the NIGP commodity codes selected by the vendor. Potential Bidders should visit the link below and click on the New Vendor Registration tab to register your business:
https://vendorsupport.gobonfire.com/hc/en-us/articles/15646869029783-Vendor-Registration

There is no cost to register as a vendor.

INSTRUCTIONS FOR "WALK-IN" SUBMITTALS ONLY
IF "WALKING IN" BIDS, one (1) unbound original and two (2) copies of the requested bid submittal must be submitted no later than **2:00 PM CST**, on **Thursday, May 15, 2025 to:**

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

The timestamp clock located in the Purchasing Agent's office shall serve as the official timekeeping piece for this solicitation process when walking in bids. Any bids received after **2:00 PM CST** on the specified date will be returned unopened.

Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing.

E. BID SURETY

A surety/bid bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds ***are not requirements*** of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process ***is not applicable*** to this solicitation.

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H. DAVIS-BACON WAGE RATES

Davis-Bacon Wage Rates ***are not requirements*** of this solicitation.

I. PERSONNEL TO CONTACT

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

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

Bidders must e-mail their requests (with the subject line "**Altosid Liquid Larvicide 5% and 20%– Bid # ITB 25-048– Questions"**) for additional information and/or clarification to the address listed above. The request must include the Bidder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Bidders shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Bidders should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Bidder's sole responsibility to ensure receipt of all addenda prior to submitting its response**.

All Bidders should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at http://www.galvestoncountytx.gov/county-offices/purchasing
Bidders who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Bidder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Bidder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

SPECIAL PROVISIONS

INVITATION TO BID
ALTOSID LIQUID LARVICIDE 5% AND 20%
GALVESTON COUNTY, TEXAS

J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

John Marshall
Mosquito Control Director
5115 Highway 3
Dickinson, TX 77539

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

K. INSURANCE

Bidder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Bidders may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Bidder has such insurance. Provided however, that successful Bidder(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Bidder commences any work hereunder. **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 ensuring 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 an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County 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) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

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

Commercial General Liability. Bidder shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Bidder shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

SPECIAL PROVISIONS

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

L. MATERIAL DESCRIPTION

The following specifications are the minimum acceptable specifications for the chemicals used by the Galveston County Mosquito Control Department.

- **FORMULATION 20%:**
  Water-based concentrate formulation of Methoprene 20% and 80% inert ingredients that is recommended to be diluted with water or BTI at various label rates. Spray solutions should be stable and effective up to 48 hours after dilution. Material must be EPA registered and supplied in one-gallon containers.

- **FORMULATION 5%:**
  Water-based concentrate formulation for Methoprene 5% and 95% inert ingredients that are recommended to be diluted with water or BTI at various label rates. Spray should be stable and effective up to 48 hours after dilution. Material must be EPA registered and supplied in one-gallon containers.

- **STORAGE:**
  When stored in original containers in a cool, dry space, out of 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 application with conventional ULV equipment.

  ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY AND ARE INTENDED TO BE DESCRIPTIVE AND NOT RESTRICTIVE.

M. MATERIAL SAFETY DATA SHEETS (MSDS)

The OSHA required documentation MUST accompany each delivery.

N. PRODUCT AVAILBILITY AND TIME OF DELIVERY

Time of delivery and product availability are of the essence in all Galveston County supply contracts. The contracted vendor is required to always have the stated quantities available for delivery at the requested locations throughout the contractual period(s). If the County must procure the requested products or materials from another supply source due to the inability of the contracted vendor to maintain the requested quantities, the contracted vendor shall be required to reimburse the County for the difference in price including all freight and delivery costs. 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.

O. QUANTITIES AND PAYMENTS

Submitted bid pricing shall be based on anticipated annual requirement of ten (10) gallons, however, the County does not guarantee any minimum or maximum purchases and will pay only for the material ordered and delivered in Galveston County at the designated locations.

Measurement shall be by the gallon or unit of measure listed on the bid sheets delivered to the requested destination points. Payment will be made on this basis including all freight and delivery charges.

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GALVESTON COUNTY, TEXAS

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.

P. POINTS OF DELIVERY

The requested materials shall be furnished and delivered to the specified locations, satisfactory to the Galveston County Road Mosquito Control Director

Q. COST

The unit price per gallon or quantity specified on the bid response sheet, submitted by the bidder, shall include all the costs to the County, including the material, freight, or any other costs to receive the material at the point of destination when the order is placed.

R. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

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

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

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

End of Special Provisions

SPECIAL PROVISIONS

INVITATION TO BID
ALTOSID LIQUID LARVICIDE 5% AND 20%
GALVESTON COUNTY, TEXAS

S. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of submittal and deemed as non-responsive. It is the responsibility of the Bidder to ensure that Bidder has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	**#1**_____ **#2**_____ **#3**_____ **#4**_____
3. One (1) original, two (2) copies of submittal (if walked in; one if submitted in Bonfire)	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
10. ATTACHMENT G - Information for Notice	_____
11. ATTACHMENT H - References	_____
12. Bid Line-Item Sheet	_____
13. Contract	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bid the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

County of Galveston
Purchasing Department
Vendor Qualification Packet - ATTACHMENT A

(rev. 1.4, September 28, 2017)

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

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

PEID Form: **Person /Entity Information Data**

W -9 Form: Request for Taxpayer Identification Number and Certification
(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at http://www.irs.gov/pubIirs-pdf/fw9.pdf for the latest revision of this form.)

CIQ Form: **Conflict of Interest Questionnaire**
(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).

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

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

Information regarding the SAM is available at: [illegible] or at

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

Direct Deposit: Direct Deposit Authorization Form Temporarily suspended until further notice

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

Insurance requirements are as follows:

Public Liability and Property Damage Insurance:

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

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

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

Worker's Compensation Insurance:

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

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

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

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

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

Procurement Policy - Special Note:

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (0, the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

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

Code of Ethics - Statement of Purchasing Policy:

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

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

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

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST DISCLOSURE REPORTING

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

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

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

The Galveston County Clerk has offices at the following locations:

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

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

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

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

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

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

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

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

COUNTY of GALVESTON
Purchasing Department
rev. 1.3, March 29, 2010

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

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

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

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

Areas below are for County use only.

Requested By: **Phone / Ext. #**
Department: **Date:**

Action Requested - Check One:
( ) Add New
( ) Inactivate
( ) Landlord
( ) OneTime

IFAS PEID Vendor Number:
( ) Change Data
( ) Employee
( ) Foster Parent
( ) Foster Child

( ) Re-activate
( ) Attorney
( ) Refund

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see Instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person _____ Date _____

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

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

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

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

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.
- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.
- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.
- The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*Note: The grantor must also provide a Form W-9 to the trustee of the trust.

**For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY
Date Received

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

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

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

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

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

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

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

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

Name of Officer

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

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

◯ Yes ◯ NO

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

◯ Yes ◯ NO

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

◯ Yes ◯ NO

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

4

Signature of person doing business with the governmental entity

Date

Adopted *06/29/2007*

ATTACHMENT B

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: **ITB 25-048**

Solicitation Title: **ALTOSID LIQUID LARVICIDE 5% AND 20%**

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

ATTACHMENT C

CERTIFICATION REGARDING LOBBYING
(31 U.S.C.A. § 1352)
This Certification must be completed, signed, dated and returned to the Galveston County Purchasing Agent

Procurement Number and Description:
ITB 25-048 ALTOSID LIQUID LARVICIDE 5% AND 20%

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the proposer shall complete and submit **Standard Form LLL**, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. Proposer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization/Corporation:_____

Address:_____

City: _____ State:_____ Zip Code:_____

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

Title of Authorized Signatory of Proposer:_____

ATTTACHMENT D

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

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

- Affiant is the _____ of _____, that
  (Individual, Partner, Corporate Officer) (Name of Qualifier)
  submitted the attached Qualification in **ITB 25-048 ALTOSID LIQUID LARVICIDE 5% AND 20%**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

_____
Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____day of_____, 2025.

_____
Notary Public

My Commission Expires: _____

ATTACHMENT E
Prohibition on Contracts with Companies Boycotting Israel

Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:

(1) **"Boycott Israel"** has the meaning assigned by Section 808.001.

(2) **"Company"** has the meaning assigned by Section 808.001; except that the term does not include a sole proprietorship.

(2) **"Governmental entity"** has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:

(1) is between a governmental entity and a company with 10 or more full-time employees; and

(2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and
(2) will not boycott Israel during the term of the contract.

As required by GOVERNMENT CODE, CHAPTER 2271, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel throughout the term of this Agreement. For the purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract/agreement.

Date:_____

Business Name of Contractor:_____

Company Address: _____

County of Contractor:_____

Individual:_____

Signature of Individual:_____

ATTACHMENT F
Prohibition on Contracts with Certain Companies

Prohibition on contracts with certain companies per Government Code 2252.151 Definitions:

(1)"Company" has the meaning assigned by Section 806.001.

(2)"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3)"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4)"Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 – CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies o services to a foreign terrorist organization.

Pursuant to Chapter 2252, Texas Government Code, VENDOR represents and certifies that, at the time of execution of this Agreement, neither Vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Individual by oath swears that the following statements are factual and true:

1. Individual is authorized by the Contractor to make this statement for the Contractor.
2. Individual has read and is fully aware of the facts stated in this statement.
3. Individual can read and comprehend the English language.
4. As required by GOVERNMENT CODE, CHAPTER 2252.152, CONTRACTOR hereby verifies that it is not identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, or contracting with a company doing business with Iran, Sudan, or any foreign terrorist organizations.

Date:_____

Business Name of Contractor:_____

Company Address: _____

County of Contractor:_____

Name of Individual:_____

Signature of Individual:_____

ATTACHMENT G
INFORMATION FOR NOTICE

Solicitation Number: ITB 25-048

Solicitation Title: ALTOSID LIQUID LARVICIDE 5% AND 20%

Respondent 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."

ATTACHMENT H
REFERENCES

Solicitation Number: ITB 25-048

Solicitation Title: ALTOSID LIQUID LARVICIDE 5% AND 20%

Respondent shall use this form to provide **three (3) references who can attest to the Respondent's capability to carry out the requirements set forth in this qualification request.** If Respondent wishes to provide more than the minimum, Respondent should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

2. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

3. Business Name of Organization: _____

Name of Person: _____

Title of Individual within Organization, if applicable: _____

Business address: _____

_____

Telephone Number: _____ Facsimile number: _____

ITB 25-048
Open: 05/15/2025
Time: 2:00 PM

GALVESTON COUNTY
LINE ITEM DETAIL SHEET
Altosid Liquid Larvicide 5% And 20%

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	ALTOSID LIQUID LARVICIDE 5%	1	EA		
2	ALTOSID LIQUID LARVICIDE 20%	1	EA		

EXTENDED PRICE TOTAL OF ALL ITEMS				

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: 219596

Invitation to Bid Number: ITB #25-048 Altosid Liquid Larvicide 5% and 20%

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be August 8, 2025. The Contract will terminate on August 7, 2026.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____, 20_____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

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

Contract Number: 219596

Invitation to Bid Number: ITB #25-048 Altosid Liquid Larvicide 5% and 20%

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be August 8, 2025. The Contract will terminate on August 7, 2026.

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____, 20_____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

State of Texas

County of Galveston

Contract

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

Contract Number: 219596

Invitation to Bid Number: ITB #25-048 Altosid Liquid Larvicide 5% and 20%

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be August 8, 2025 . The Contract will terminate on August 7, 2026 .

Term of Completion (Construction or other time-specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job.

Renewal Options: (if applicable):

Year One:	Yes (X) No ( )
Year Two:	Yes (X) No ( )
Year Three:	Yes ( ) No (X)
Year Four:	Yes ( ) No (X)

Contractor: _____

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

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

Contractor:

_____
_____
_____
_____
_____

County and Contractor agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 _____, 20_____.

Contractor:

_____

By: **Date:**

_____ _____

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

May 06, 2025

PROJECT NAME: **Altosid Liquid Larvicide 5% and 20%**

SOLICITATION NO: **ITB 25-048**

RE: **ADDENDUM #1**

To All Prospective Bidders:

The following information is being provided to aid in preparation of your bid proposal(s):

Question #1: ***What is the required ounces to supply for Altosid Liquid Larvicide 5% and 20% (16 oz or 2.5 Gallons) ?***

Response: The required ounces to supply for Altosid Liquid Larvicide 5% and 20% is 16 oz.

If you have any further questions regarding this solicitation, please address them to the following representative or contact the Purchasing Department at (409) 770-5371 for assistance:

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

Please excuse us for any inconvenience that this may have caused.

Sincerely,

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
Galveston County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration for authorization to issue formal solicitations for engineering services for plans and specifications for the renovation of the 18th Street Concession and Restroom Building submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 3:55 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 21, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: Request to Issue Formal Solicitations – Parks and Cultural Services

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue formal solicitations on behalf of the Parks and Cultural Services Department:

- **Engineering Services for plans and specifications for the renovation of the 18th Street Concession and Restroom Building**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Walker, Julie
Sent: Wednesday, July 2, 2025 10:21 AM
To: Van Horn, Veronica
Cc: Dickey, Tammy
Subject: FW: Authorization to Solicit

Veronica,

I need to get authorization to solicit RFQs for engineering services for plans and specifications for the renovation of the 18th Street Concession and Restroom building. Please place on the next available Commissioners Court.

Thank you,

Julie Walker, CPRE
Director
Galveston County Parks & Cultural Services
Julie.Walker@galvestoncountytx.gov
409-934-8114

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration for authorization to extend the contracts for RFP #B232023 Substance Abuse Treatment Services for Adult Probation submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 3:13 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 21, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

RE: **RFP #B232023 Substance Abuse Treatment Services for Adult Probation**

The contracts associated with RFP #B232023 Substance Abuse Treatment Services for Adult Probation are scheduled for their first extensions on October 1, 2025. The contracted vendors for this service are listed below:

- Alcohol/Drug Abuse Women's Center #CM23466
- ADAPT Programs, LLC #CM23467
- ADAPT Foundation dba Brazos Place #CM23469
- Bay Area Recovery Center, Ltd. #CM23468
- Gulf Coast Center #CM23470

No amendments to the contracts have been requested at this time.

By consent, the Commissioners' Court agrees with the extension as stated and will receive and file these documents.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Attachments

COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT
GALVESTON COUNTY
715 19TH STREET
409-766-2425
GALVESTON, TEXAS 77550
FAX: 409-770-5530

Willie Lacy, Director

Francesco Coppola, Deputy Director
Shelly Thompson, Deputy Director

June 24, 2025

Ms. Tammy Dickey
Galveston County Purchasing
722 Moody, 5th Floor
Galveston, Texas 77550

Dear Ms. Dickey,

Galveston County Community Supervision and Corrections Department is requesting the follow Contracts from **bid RFP# B232023** be extended one year.

CM 23466	ADA Women's Center	Expires 09/30/2025
CM23467	ADAPT	Expires 09/30/2025
CM23468	BARC	Expires 09/30/2025
CM23469	ADAPT DBA Brazos Place	Expires 09/30/2025
CM23470	Gulf Coast	Expires 09/30/2025

Thank you for your assistance in this process. Please contact me if you have any further questions.

Sincerely,

Shelly Thompson
Deputy Director
Galveston County Adult Probation
409-770-5505

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 25, 2025

Joe Gardizina
ADAPT Foundation, Inc. dba Brazos Place
1103 North Avenue H
Freeport, TX 77541

ceo@brazosplace.org

Re: RFP 232013, Substance Abuse Treatment Services for Adult Probation

Dear Mr. Gardizina,

The resultant contract listed below is eligible for an extension period and requires a response from your company to initiate the next contractual period.

- Contract Number — CM23469
- Solicitation Name — Substance Abuse Treatment Services for Adult Probation
- Extension Period — October 1, 2025 – September 30, 2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Department prior to any contract extension request to be place on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter.

Sincerely,
Tammy Dickey,
Office Administrator
Galveston County

Accepted by (Signature)

CEO
Title

06/30/25
Date

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 25, 2025

Joe Gardzina
ADAPT Programs, LLC
2512 N. Velasco, Suite 300
Angleton, TX 77515

admin@adaptprograms.com

Re: RFP 232013, Substance Abuse Treatment Services for Adult Probation

Dear Mr. Gardizina,

The resultant contract listed below is eligible for an extension period and requires a response from your company to initiate the next contractual period.

• Contract Number	CM23467
• Solicitation Name	Substance Abuse Treatment Services for Adult Probation
• Extension Period	October 1, 2025 – September 30, 2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Department prior to any contract extension request to be place on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter.

Sincerely,
Tammy Dickey,
Office Administrator
Galveston County

Accepted by (Signature)

CEO
Title

06/30/25
Date

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 25, 2025

Joe Shipley
Bay Area Recovery Center, Ltd.
4316 Washington St.
Dickinson, TX 77539

joe@bayarearecovery.com

Re: RFP 232013, Substance Abuse Treatment Services for Adult Probation

Dear Mr. Shipley,

The resultant contract listed below is eligible for an extension period and requires a response from your company to initiate the next contractual period.

- Contract Number — CM23468
- Solicitation Name — Substance Abuse Treatment Services for Adult Probation
- Extension Period — October 1, 2025 – September 30, 2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Department prior to any contract extension request to be place on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter.

Sincerely,
Tammy Dickey,
Office Administrator
Galveston County

Accepted by (Signature)

7/3/25
Date

COO
Title

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 25, 2025

Rick Elizondo
Gulf Coast Center
4444 W Main Street
League City, TX 77573

ricke@gulfcoastcenter.org

Re: RFP 232013, Substance Abuse Treatment Services for Adult Probation

Dear Mr. Elizondo,

The resultant contract listed below is eligible for an extension period and requires a response from your company to initiate the next contractual period.

• Contract Number	CM23470
• Solicitation Name	Substance Abuse Treatment Services for Adult Probation
• Extension Period	October 1, 2025 – September 30, 2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Department prior to any contract extension request to be place on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter.

Sincerely,
Tammy Dickey,
Office Administrator
Galveston County

Accepted by (Signature)

CFO
Title

7-15-2025
Date

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

June 25, 2025

Kimberly Beatty
Alcohol Drug Abuse Women's Center
201 1st Street
Galveston, TX 77550

k.beatty@adawomenscenter.org

Re: RFP 232013, Substance Abuse Treatment Services for Adult Probation

Dear Mrs. Beatty,

The resultant contract listed below is eligible for an extension period and requires a response from your company to initiate the next contractual period.

- Contract Number — CM23466
- Solicitation Name — Substance Abuse Treatment Services for Adult Probation
- Extension Period — October 1, 2025 – September 30, 2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Department prior to any contract extension request to be place on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter.

Sincerely,
Tammy Dickey,
Office Administrator
Galveston County

Kimberly Beatty, LCSW-S
Accepted by (Signature)

Executive Director
Title

06/30/2025
Date

REQUEST FOR PROPOSAL
SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION
GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

The Galveston County Community Supervision and Corrections Department (hereafter called CAD) is a political entity of 10th et al. Judicial District(s) and is seeking vendors to provide substance abuse services to individuals under various types of community supervision in the jurisdiction.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Thursday, August 3, 2023
Advertise Solicitation (second date of publication)	Thursday, August 10, 2023
Deadline for Questions & Inquiries	**Thursday, August 17, 2023, by 5:00 p.m.**
Submission Deadline / RFP Opening	**Thursday, August 31, 2023 at 2:00 p.m.**

Interested parties may attend the Thursday, August 31, 2023, 2:00 p.m. p.m. bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=mf25f43d8183889f0a6207885d7a7658a

Join by meeting number
Meeting number (access code): 2494 891 9249
Meeting password: B232023 (2232023 from video systems)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24948919249## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24948919249@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION
GALVESTON COUNTY, TEXAS

D. SUBMISSION INSTRUCTIONS:
One (1) unbound single-sided original proposal and three (3) single-sided proposal copies, and must be submitted no later than **2:00 P.M. CST,** on **Thursday, August 31, 2023:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official time-keeping piece for this solicitation process. Any proposals received after **2:00 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ **http://www.galvestoncountytx.gov/county-offices/purchasing**

E. PROPOSAL SURETY
A surety/bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are not requirements*** of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process **is applicable** to this solicitation.

H. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are not*** a requirement of this solicitation.

I. DEBARMENT
To participate in this solicitation, respondent 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. All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

J. PERSONNEL TO CONTACT
Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION
GALVESTON COUNTY, TEXAS

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Respondents must e-mail their requests (with the subject line "**Substance Abuse Treatment Services for Adult Probation RFP #B232023 Questions**") for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response.** All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at **http://www.galvestoncountytx.gov/county-offices/purchasing**

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION
GALVESTON COUNTY, TEXAS

Willie Lacy, Director
Community Supervision & Corrections Department
715 19th Street
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

L. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) single-sided original and one (1) single-sided hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Respondents shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

M. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **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 ensuring 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 an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County 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) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION
GALVESTON COUNTY, TEXAS

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

N. COST

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

O. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

P. EVALUATION AND SELECTION PROCESS

The CSCD will consider many evaluation factors (of which cost is only one factor) and will receive proposals from all responsible applicants. The objective of the CSCD is to enter into a contract with the best applicant(s) at the best price. A weighted evaluation criteria, utilizing a numeric score, will be used to review the proposals. The review process may include an opportunity for a brief oral presentation by the proposer before the CSCD Review Committee. If necessary, oral presentations will be scheduled. Proposal evaluation elements include but are not limited to the following:

A. The proposed price per unit of service.

B. Completion of all aspects of this request for proposal.

C. Bidder's qualifications: Experience / Licenses / Certifications of management and staff.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
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GALVESTON COUNTY, TEXAS

D. Evidence of previous accomplishments in providing substance abuse services within the last five (5) years. Experience working with the target population.

E. Proposer's program evaluation / monitoring procedures.

F. Other factors such as multiple locations, convenience of hours or location to target population, and ability to accept some referrals under other sources of funding

The remainder of this page intentionally left blank.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
SUBSTANCE ABUSE TREATMENT SERVICES FOR ADULT PROBATION
GALVESTON COUNTY, TEXAS

Q. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

FEIN (TAX ID): _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	**#1**_____ **#2**_____ **#3**_____ **#4**_____
3. One (1) original, one (1) copy of submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
8. ATTACHMENT G - Information for Notice	_____
10. ATTACHMENT H - References	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration for authorization to extend the contract for RFP #B232022 Miscellaneous Concrete Placement submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 10:27 am

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 21, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: RFP #B232022, Miscellaneous Concrete Placement Contract #CM23338

Gentlemen,

The contract associated with RFP #B232022 Miscellaneous Concrete Placement is scheduled for its second extension on September 5, 2025. The contracted vendor for this service is Ironside Developments, LLC.

No amendments to the contract have been requested at this time.

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Fleming, Melissa
Sent: Wednesday, July 2, 2025 2:56 PM
To: Dickey, Tammy
Subject: FW: B232022 - Miscellaneous Concrete Placement
Attachments: Galveston County.pdf

Hi Tammy,

This is for B232022 - Miscellaneous Concrete Placement.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

From: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Sent: Friday, June 13, 2025 12:54 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: RE: B232022 - Miscellaneous Concrete Placement

Yes, please. Thank you!

Thanks,
Tiffany Wallace
Finance & Administration Manager
5115 Hwy 3 Dickinson, TX 77539
281-309-5025
Tiffany.wallace@co.galveston.tx.us

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Thursday, June 12, 2025 3:00 PM
To: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Subject: B232022 - Miscellaneous Concrete Placement

THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

Wednesday, June 25, 2025

IRONSIDE DEVELOPMENTS LLC
4520 WILLIAMHURST LN
LEAGUE CITY, TX 77573

RE: SOLICITATION NAME: Miscellaneous Concrete Placement
Contract # CM23338 / Bid # B232022

Good day,

The resultant contract listed below is eligible for the second extension period and requires a response from your company to initiate the next contractual period.

• Contract Number:	CM23338
• Bid Number:	B232022
• Solicitation Name:	Miscellaneous Concrete Placement
(2st) Extension Period:	09/05/2025 – 09/04/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County

ACCEPTED BY (signature)

Director of Operations
TITLE

DATE 7/2/25

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS CONCRETE PLACEMENT
GALVESTON COUNTY, TEXAS

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS CONCRETE PLACEMENT
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Proposal and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

The County of Galveston is seeking a vendor to provide concrete repair and placement to various locations within Galveston County; including flat work, street pavement, curbs, and headwalls in accordance with the specifications within this Request for Proposal.

B. EXCEPTIONS

Any exceptions to these solicitation conditions should be listed on a separate sheet of paper, attached to respondent's submittal, and submitted with response at the specified date and time of the solicitation opening.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Wednesday, July 19 2023
Advertise Solicitation (second date of publication)	Wednesday, July 26, 2023
Deadline for Questions & Inquiries	**Monday, July 31, 2023, by 5:00 p.m.**
Submission Deadline / RFP Opening	**Thursday, August 10, 2023 at 2:00 p.m.**

Interested parties may attend the Thursday, August 10, 2023, 2:00 p.m. p.m. bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=md33e397cec6302518ab86d9c2f4544a0

Join by meeting number
Meeting number (access code): 2493 143 0495
Meeting password: B232022 (2232022 from video systems)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24931430495## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24931430495@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS CONCRETE PLACEMENT
GALVESTON COUNTY, TEXAS

D. SUBMISSION INSTRUCTIONS:
One (1) unbound original proposal and three (3)) proposal copies, and must be submitted no later than **2:00 P.M. CST,** on **Thursday, August 10, 2023:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official time-keeping piece for this solicitation process. Any proposals received after **2:00 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing

E. PROPOSAL SURETY
A surety/bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are not requirements*** of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process **is applicable** to this solicitation.

H. DAVIS-BACON WAGE RATES
Davis-Bacon Wage Rates ***are not*** a requirement of this solicitation.

I. DEBARMENT
To participate in this solicitation, respondent 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. All contractors/subcontractors that are debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

J. PERSONNEL TO CONTACT
Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS CONCRETE PLACEMENT
GALVESTON COUNTY, TEXAS

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

Respondents must e-mail their requests (with the subject line "**Miscellaneous Concrete Placement– RFP #B232022 Questions**") for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response**. All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at **http://www.galvestoncountytx.gov/county-offices/purchasing**

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determines that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or in sufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

SPECIAL PROVISIONS

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K. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Lee Crowder
Road Administrator
5115 Highway 3
Dickinson, TX 77539

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

L. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) single-sided original and three (3) single-sided hard copies of its response, and one electronic copy of its response (thumb drive), to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

Respondents shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

M. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **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 ensuring 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 an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County 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) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

SPECIAL PROVISIONS

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Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full time, part time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County in regard to any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

N. MATERIALS AND WORK DESCRIPTION:

1) Concrete Curb and Gutters

- The Contractor shall have the option of installing Concrete Curb & Gutter by use of an extruding curb machine or by forming and hand finishing.
- 3000 PSI
- Steel reinforcement for use in concrete curbs and gutter shall follow the attached typical detail.
- Curing compounds are required on all concrete curb and gutter installations unless specifically excluded by the project plans and specifications.
- Expansion joints shall be installed at maximum 200-foot intervals, at intersection returns, and at all rigid structures. Tooled joints shall be installed at maximum 15-foot intervals. When possible, expansion joints and tool joints shall match adjacentexisting concrete paving or sidewalks.

2) Sidewalks and Plat Work

- 3000 PSI
- Steel reinforcement for use in concrete sideways and flatwork shall be nominal three and half inch (3.5") thickness and reinforced with #3 bars at 24-inches (24") on center, each way; or No. 6 gauge, 6-inch x 6-inch wire fabric. Reinforcement placement shall be no closer than one-inch (1"), greater than three-inches (3") from the edge of concrete and one and half (1.5") above grade.
- Sidewalks shall include a tool joint at intervals equal to the width of the sidewalk. Install expansion joints composed of one-half inch (1/2") pre-molded expansion material at the connection between sidewalk and barrier free ramps and between sidewalk and concrete curb and gutter where proposed sidewalk abuts curb and gutter.
- Where necessary sidewalks and flat work shall comply with all ADA requirements.
- Curing compounds are required on all sidewalks and flat work unless specifically excluded by the project plans and specifications.
- Medium Broom Finish

SPECIAL PROVISIONS

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MISCELLANEOUS CONCRETE PLACEMENT
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3) **Concrete Driveways**
- Steel reinforcement for use in concrete driveways shall follow the attached typical detail.
- Steel reinforcement for use in concrete driveways shall be nominal five-inch (5") thickness and reinforced with #4 bars at 18-inches (18") on center, each way. Reinforcement placement shall be no closer than one-inch (1"), greater than three-inches (3") from the edge of concrete and one and half (1.5") above grade.
- 4000 PSI
- Install expansion joints composed of one-half inch (1/2") pre-molded expansion material at the connection between concrete driveway and existing concrete sidewalk, if applicable.
- Curing compound is required on all concrete driveways unless specifically excluded by the project plans and specifications.
- Light Broom Finish

4) **Miscellaneous Work**
- This item shall include all concrete work not specifically addressed above. This unit price bid item shall only be used when the required scope of work is not included in the standard bid items enumerated elsewhere in this specification andonly when authorized in writing by the Galveston County Authorized Representative.
- Steel reinforcement for use in miscellaneous concrete work.
- Prior to proceeding with miscellaneous concrete work, the Contractor shall provide to the Galveston County Authorized Representative for approval a written estimate of all charges anticipated to complete the work, including any specialty material or equipment requirements not covered by the standard schedules. The Contractor's invoice for payment shall reflect the same schedule of values as shown on the written estimate with substantiating backup for the charges such as time tickets, load tickets, rental invoices, and equipment time sheets. Deviation from the approved schedule of values my result in delay of payment until satisfactory supporting documentation can be provided.

O. SUMMARY OF WORK – MANDATORY REQUIREMENTS

The work included in the RFP will be authorized as needed by the Galveston County Road and Bridge Department for various maintained roadways, drainage structures, and inlets in the unincorporated areas of Galveston County.

Contractor must be able to provide materials, equipment, and professional installation services to meet the requested typical items in attached drawings.

Time of delivery and product availability are of the essence in all Galveston County contracts.

Contractor must use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

The contractor shall furnish all labor, materials, equipment, services, transportation, fuel, insurance, and daily expenses to meet the requirements of this scope of work and specifications. Bid prices shall be inclusive of any and all charges/costs. No equipment, material or personnel shall be provided by Galveston County.

As needed, the Contractor is responsible for maintaining perimeter safety fencing in and around the work area while project is under construction. As needed, the Contractor shall provide adequate traffic control, such that traffic shall be directed through the project with signs, barricades, flag persons when required, or as necessary for the protection of the work and the safety of the public. All traffic control shall be in conformance with the MUTCD. Traffic control shall be approved in advance and coordinated with the County.

SPECIAL PROVISIONS

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For concrete installation in paved areas, the Contractor may be responsible for cutting and removing any pavement required during repair jobs. Concrete shall be sawcut prior to removal. The Contractor will be responsible for proper base preparation. Immediately following completion of work, Contractor shall remove and legally dispose of, at contractor's expense, all forms, excessive materials, and debris from worksite in a timely manner. Immediately prior to final inspection preliminary to acceptance, wash, and clean all exterior concrete wearing surfaces and interior uncovered wearing surfaces. Leave all concrete in clean, acceptable condition. All disturbed earth areas on either side of new concrete pathways shall be hand graded and hand raked to achieve a fine grading finish.

The Contractor will be responsible at his own expense, for concrete patching or any corrective work deemed necessary should the walks become defaced, marred, broken or otherwise damaged before complete acceptance and release by the County.

All work must be turned over to the County in a "new" condition free of noticeable defects, inconsistent workmanship, poor quality finishes, uneven placement of concrete, or noticeable discoloration.

It shall be the Contractor's responsibility to verify the actual location and elevation of all underground utilities prior to beginning work.

The Contractor shall make efforts to prevent or minimize erosion, sedimentation, and dust pollution.

The Contractor shall protect all work areas and facilities from surface runoff. All areas disturbed will be backfilled and leveled prior to completion of work.

Contractor is responsible for repairing any damage to the existing facilities or grounds that occurred as a result of the construction.

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.

P. REQUIRED RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to provide an adequate inventory ofequipment, timely deliveries, and the ability to repair or replace equipment in a timely manner. The Respondent must provide the following information in the Response as follows:

- **Inventory**
  List the number of pieces of equipment contractor owns related to the above work.

- **Delivery time**
  Provide the estimated number of days to respond to estimate work and lead time necessary after a notice to proceed.

- **Staff and Craftsmen**
  Provide the companies roster of trained staff and tradesmen available for above work.

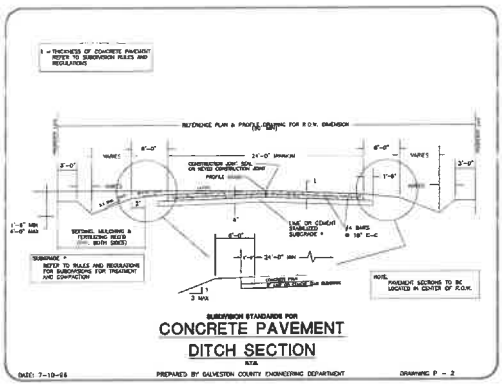
- **Insurance Requirements**
  Provide insurance requirements.

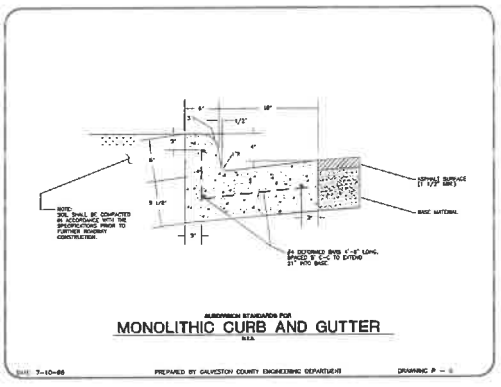
- **References**
  Provide a list of five most recent jobs for governmental agencies. Provide a list of the five most recent private jobs.

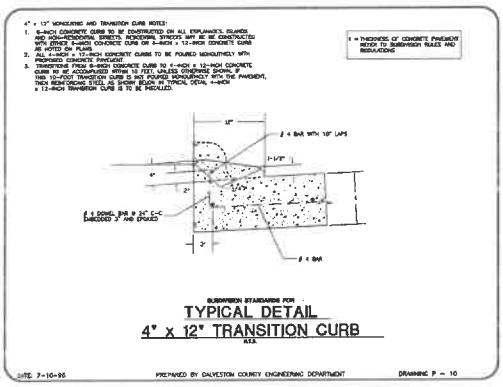
SPECIAL PROVISIONS

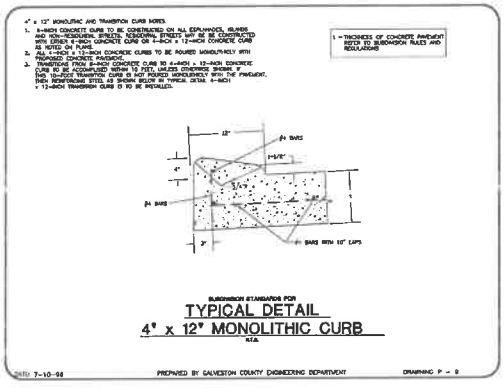
REQUEST FOR PROPOSAL
MISCELLANEOUS CONCRETE PLACEMENT
GALVESTON COUNTY, TEXAS

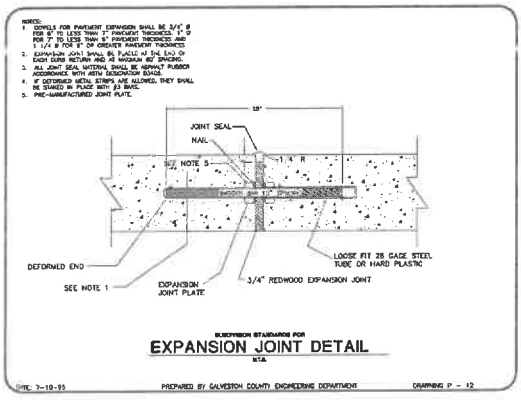
Q. GALVESTON COUNTY STANDARD TYPICAL SECTIONS

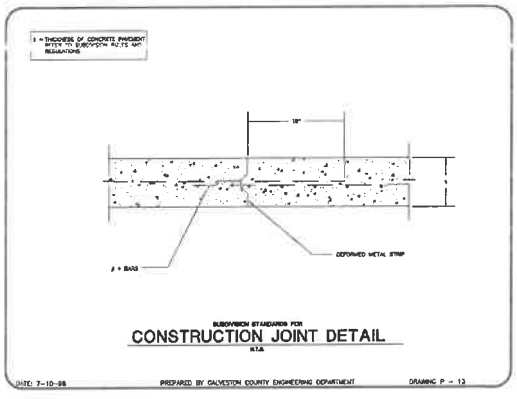






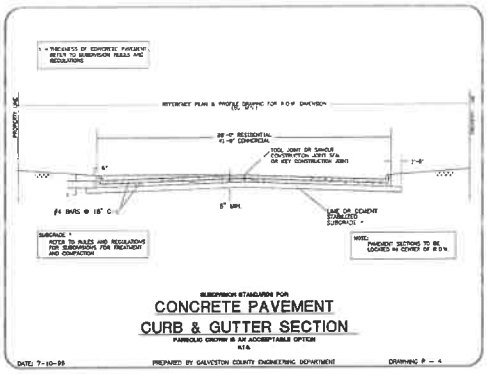


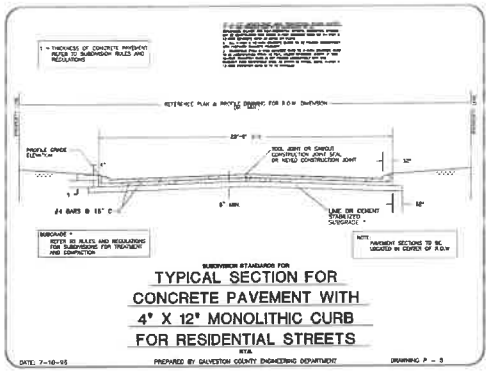


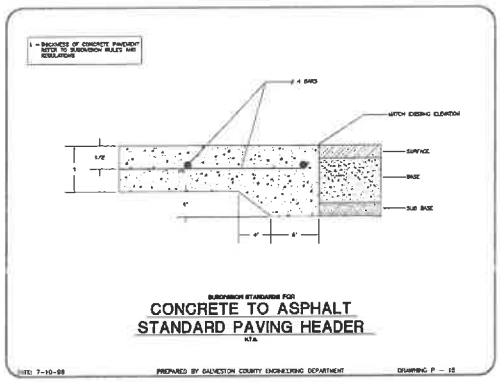


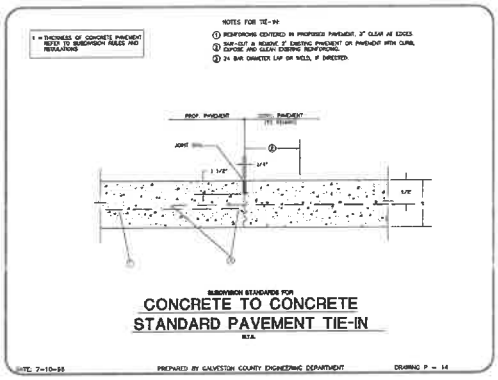
SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS CONCRETE PLACEMENT
GALVESTON COUNTY, TEXAS









R. COST

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

S. INVOICES:

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS CONCRETE PLACEMENT
GALVESTON COUNTY, TEXAS

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

T. EVALUATION AND SELECTION PROCESS

The award(s) will be made to the responsible proposer(s) whose proposal is determined to be the best-evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. In awarding the contract, the Evaluation Committee may take into consideration the proposer's skill, capacity, experience, support capabilities, previous work record, costs, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors considered relevant.

The requested services will be awarded primarily based on the evaluation criteria listed below as well as complying with the provisions as stated in the General Provisions, Item 18, Award of Proposals- Evaluation Criteria and Factors.

The County will evaluate proposals according to factors which include, but may not be limited to the following:

- **Pricing –**
  Cost from price sheet for various types of concrete placement services. 30%

- **Performance –**
  Ability of proposer to have adequate inventory of equipment, stated number of qualified trained craftsmen performance with Galveston County. 40%

- **References –**
  List equivalent past work for government agencies. Provide a list of private work completed in the last year. 30%

The remainder of this page intentionally left blank.

SPECIAL PROVISIONS

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U. REQUIRED DOCUMENTS CHECKLIST

By signing here, the firm does hereby attest that it has fully read the instructions, conditions, and general and special provisions and understands them. **Proposer shall return this checklist with completed submittal.**

THE COMPANY OF: _____

ADDRESS: _____

_____

FEIN (TAX ID): _____

The following documents shall be returned or confirmed with an "X" with solicitation submittals. Failure to do so may be ample cause for rejection of qualification submittal as non-responsive. It is the responsibility of the Proposer to ensure that Respondent has received all addenda.

Items:	**Confirmed (X):**
1. Required Documents Checklist (this page)	_____
2. Addenda Acknowledgement (if any)	**#1**_____ **#2**_____ **#3**_____ **#4**_____
3. One (1) original, three (3) copies of submittal	_____
4. ATTACHMENT A - Vendor Qualification Packet	_____
5. ATTACHMENT B - Certification Reg. Debarment, Suspension, and Other Ineligibility	_____
6. ATTACHMENT C - Certification Regarding Lobbying Form	_____
7. ATTACHMENT D - Non-Collusion Affidavit	_____
8. ATTACHMENT E - Prohibition on Contracts with Companies Boycotting Israel	_____
9. ATTACHMENT F - Prohibition on Contracts with Certain Companies	_____
8. ATTACHMENT G - Information for Notice	_____
10. ATTACHMENT H - References	_____
11. Bid Sheet	_____
12. Line-Item Detail Sheet	_____

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration for authorization to extend the contract for RFP #B222021 Property and Casualty Insurance submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 10:42 am

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 21, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: RFP #B222021, Property & Casualty Insurance Contract #CM21601

Gentlemen,

The contract associated with RFP #B222021, Property & Casualty Insurance is scheduled for its third extension on November 1, 2025. The contracted vendor for his services is Galveston Insurance Agency.

No amendments to the contract have been requested at this time.

It is requested that the extension be authorized.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Dickey, Tammy

From: Fleming, Melissa
Sent: Thursday, July 10, 2025 10:33 AM
To: Dickey, Tammy
Subject: FW: Bid B222021 - Property & Casualty Insurance
Attachments: SKM_C650i25070918470.pdf

Hi Tammy,

This is for B222021 - Property & Casualty Insurance.

Sincerely,
Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

---

From: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Sent: Wednesday, July 9, 2025 4:45 PM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: RE: Bid B222021 - Property & Casualty Insurance

Yes

Veronica Van Horn
Legal Services Manager
722 Moody Ave., 2nd Floor
Galveston, TX 77550
409-770-5562 Direct
409-770-5560 Fax
veronica.vanhorn@co.galveston.tx.us

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Wednesday, July 9, 2025 4:13 PM
To: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Subject: Bid B222021 - Property & Casualty Insurance

Hi Veronica,

Bid B222021 - **Property & Casualty Insurance** will be due for renewal on 11/01/2025. Do you want to offer the third extension to GIA Insurance?

Sincerely,

Melissa Fleming
Contract Administrator
Galveston County Purchasing Department
Galveston County Courthouse
722 21st. Street, 5th Floor
Galveston, Texas 77550
Office: (409) 770-5375
Fax: (409) 765-3106
e-mail: melissa.fleming@galvestoncountytx.gov

Principles and Practices of Public Procurement
Accountability, Ethics, Impartiality, Professionalism, Service, Transparency

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT
COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550

Wednesday, July 9, 2025

GIA Insurance Agency, LLC
DBA: Galveston Insurance Associates
6025 Heards Lane
GALVESTON, TX 77552-6767

RE: SOLICITATION NAME: Property & Casualty Insurance
Contract # CM21601 / Bid # B222021

Good day,

The resultant contract listed below is eligible for the third extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM21601
- Bid Number: B222021
- Solicitation Name: Property & Casualty Insurance
- Extension Period: 11/01/2025 – 10/31/2026

This signed letter is required by the County to be completed and returned to the Galveston County Purchasing Agent prior to any contract extension request to be placed on the Commissioners' Court agenda for consideration. This contract extension is subject to these requirements.

Please contact the Purchasing Department with any questions regarding this matter including the proposed date that this item may be placed on the Commissioners' Court agenda. Your attendance is not required.

Sincerely,

Melissa Fleming
Contract Administrator
Galveston County

ACCEPTED BY (signature)

PRESIDENT
TITLE

DATE 7/9/2025

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

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REQUEST FOR PROPOSAL
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SECTION VI. 27
AGENT INFORMATION SHEET 27

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

The General Provisions and the Special Provisions of this Request for Qualification and the Exhibits attached hereto are made a part of this agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

A. PURPOSE

The County of Galveston is seeking an agent or agency to provide property and casualty insurance coverage quotations and services as requested with the specifications listed herein.

B. EXCEPTIONS

The proposer will list on a separate sheet of paper any exceptions to the conditions of this Request for Proposal. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the proposal submittal.

If no exceptions are stated, **it will be understood that all general and special conditions will be complied with, without exception.**

The Proposer must specify in its submittal, any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the submittal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Bidders.

C. PROCUREMENT TIMELINE

A timeline for this solicitation and initial process is included below. Galveston County reserves the right to change these dates and will notify Respondents of any changes:

Advertise Solicitation (first date of publication)	Thursday, August 25, 2022
Advertise Solicitation (second date of publication)	Thursday, September 1, 2022
Deadline for Questions & Inquiries	**Tuesday, September 6, 2022, by 5:00 p.m.**
Submission Deadline / RFP Opening	**Thursday, September 22, 2022, at 2:00 p.m.**

Interested parties may attend the 2:00 p.m., Thursday, September 22, 2022 bid opening virtually by using the following link:

Join from the meeting link
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m0592fc187d22a6e40d3b7cb931c51d8d

Join by meeting number
Meeting number (access code): 2493 168 8326
Meeting password: B222021 (2222021 from video systems)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24931688326## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers
Join from a video system or application

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

Dial 24931688326@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join using Microsoft Lync or Microsoft Skype for Business
Dial 24931688326.galvestoncountytx@lync.webex.com

D. SUBMISSION INSTRUCTIONS:
One (1) unbound single-sided original proposal, five (5) single-sided proposal copies, must be submitted no later than **2:00 P.M. CST,** on **Thursday, September 22, 2022:**

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston
722 Moody Avenue (21st Street), Fifth (5th) Floor
Galveston, TX 77550

The timestamp clock located in the Purchasing Agent's office shall serve as the official time-keeping piece for this solicitation process. Any proposals received after **2:00 P.M. CST** on the specified date will be returned unopened.

Proposal Specifications can be obtained at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/county-offices/purchasing

E. PROPOSAL SURETY
A surety/bond ***is not a requirement*** of this solicitation.

F. PERFORMANCE AND PAYMENT BONDS
Performance and Payment Bonds ***are not requirements*** of this solicitation.

G. BEST AND FINAL OFFERS (BAFO)
The Best and Final Offer process ***is applicable*** to this solicitation.

H. PERSONNEL TO CONTACT
Respondents desiring an explanation or interpretation relative to this solicitation must request it in writing. Oral explanations or instructions will not be binding. Any information given to a Respondent, which in the opinion of the County affects all Respondents or would be prejudicial to other Respondents if not communicated, shall be furnished to all Respondents as an addendum to the solicitation. Respondents **must** direct all inquiries to the following:

Rufus G. Crowder, CPPO CPPB
Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

SPECIAL PROVISIONS

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Respondents must e-mail their requests (with the subject line "**Property & Casualty Insurance – RFP #B222021– Questions"**) for additional information and/or clarification to the address listed above. The request must include the Responder's name and the solicitation number and title.

Any request for additional information or clarification must be received in writing no later than ten (10) calendar days prior to the solicitation due date. Late requests or those not delivered to the proper address may not receive a reply. Respondents shall not attempt to contact the County by any other means. The Purchasing Agent shall post the answers on the County website from the procurement web page and via addendum.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the solicitation Submission Deadline / Solicitation Opening date. The County, at its sole discretion, may not issue a response to an RFI submittal. Respondents should not rely on any oral or written representations, statements, or explanations, other than those made in this solicitation or in any written addendum to this solicitation. Where there appears to be conflict between the solicitation and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the County's procurement web page. **It is the Responder's sole responsibility to ensure receipt of all addenda prior to submitting its response**. All Respondents should check the County's procurement web page for all addenda prior to submitting a response.

The County's procurement web page is located at http://www.galvestoncountytx.gov/county-offices/purchasing

The Respondent must acknowledge the receipt of all addenda on the forms provided. In the event a Responder fails to acknowledge receipt of such addenda, the County may, at its sole discretion, determine that such failure to acknowledge any or all addenda does not materially affect the solicitation and waive the acknowledgment of one or more addenda.

Respondents who submit inquiries *after* the deadline date for receipt of questions indicated on the Procurement Timeline, risk that its response in the procurement will not be responsive or competitive because the County is not able to respond before the solicitation receipt date or insufficient time for the Responder to prepare a responsive or competitive submittal.

All questions and responses as posted on the County website pertaining to this solicitation are considered an addendum to, and part of, this solicitation. Each Responder shall be responsible to monitor the County website for new or revised solicitation information. The County shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the solicitation or formally issued as an addendum by the Purchasing Agent.

I. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

The Program Administrator/Contract Manager that will manage the work to be performed under the resultant contract for the purpose of this solicitation is:

Sergio Cruz
Chief Financial Officer
722 Moody, 21st Street, 3ed Floor
Galveston, TX 77550

The Galveston County Commissioners' Court, and/or authorized designees will be responsible for negotiating with the successful Vendor the scope of work, the standards of performance, the specific technology provided, and the support services required for the proposed projects. All contractual amendments will be processed in accordance with Galveston

SPECIAL PROVISIONS

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County Purchasing Policies. Amendments will also be brought to Galveston County Commissioners Court for approval as deemed necessary. The approval process serves to ensure the project technology and/or service is within the scope of the resultant contract that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

J. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) one-sided original and five (5) one-sided hard copies of its response to the Purchasing Agent on or before the submission deadline specified herein. Font size is limited to no smaller than font size 11, except that organizational charts, other graphics, and footers may be as small as font size 9.

K. INSURANCE

Responder must submit, with its response, a current certificate of insurance evidencing coverage in the amounts specified below or greater. In lieu of submitting a certificate of insurance, Respondents may submit a notarized statement from an insurance company authorized to conduct business in the State of Texas guaranteeing that Respondent has such insurance. Provided, however, that successful Respondent(s) shall be required to provide a current certificate of insurance to the Galveston County Purchasing Agent's Office before Respondent commences any work hereunder. **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 ensuring 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 an additional insured on each policy and all certificates of insurance and Contractor shall provide Galveston County 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) calendar days of the execution of this Agreement as written proof of such insurance and further provided that Contractor shall not commence work under this Agreement until Contractor has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent. **Failure to provide such evidence of insurance within the ten (10) calendar day period shall constitute an event of default.**

Workers' Compensation Insurance. Respondent shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all its employees, including but not limited to full-time, part-time, and emergency employees employed by the Contractor.

Commercial General Liability. Respondent shall carry in full force commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the aggregate. The Policy shall, minimally, cover liability for bodily injury, personal injury, and property damage.

Business Automobile Liability. Respondent shall carry in full force business automobile liability coverage with a combined bodily injury/property damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Subrogation Waiver. Contractor and Contractor's insurance carrier shall waive any and all rights to subrogation against Galveston County regarding any suit or claim arising out of personal injury or property damage resulting from Contractor's performance under this Agreement.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

L. COST

Any unit prices submitted by the proposer shall include all costs to the County, including the material, delivery, current freight rate, state tax, or any other cost.

M. INVOICES

Invoices must be itemized indicating all materials and supplies used. Invoices must be submitted to:

Galveston County Auditor's Office
Attn: Accounts Payable
P.O. Box 1418
Galveston, Texas 77553

Failure to submit invoices to the above address or failure to include the Purchase Order Number will result in delay in payment.

Contractor must accept purchase order numbers for specified supplies, equipment, and/or services. Contractor shall not perform any work or release any supplies and/or equipment to any authorized representative of the County of Galveston unless a valid purchase order number issued by the office of the Galveston County Purchasing Agent accompanies the order or if vendor can comply with the provision as stated in the General Provisions, page 3, item 11, Procurement Card Program.

Payment for any items issued without prior receipt of a valid purchase order number may become the sole responsibility of the successful contractor.

N. INFORMATION

The information contained in these specifications is confidential and is to be used only in connection with the preparation of proposals for insurance coverage.

1. Each proposer is asked to submit quotations on the basis of the specifications contained herein. Alternative proposals will also be considered, however if alternates are to be submitted, they must be in detail and the end result should equal or exceed the desired result set forth in the specifications.

2. A proposer will be defined as one agent or agency without pooling of resources with other agents. Should agents pool resources, they will be considered one bidder. Agents may not bid as independents and as members of pools simultaneously.

3. The information contained herein is believed to be accurate and up to date to the best of our knowledge.

O. LEGALS

Proposers are expected to comply with all Federal, State, and local insurance laws and regulations relative to the preparation and submission of insurance proposals. Unless otherwise noted, all submissions will be deemed in compliance with all applicable laws.

P. IMPORTANT DATES

1. Renewal for the current policy is **November 1, 2022**. Any agent that is successful in receiving the proposal award should have all necessary arrangements made to bind coverage on the above date without delay.

SPECIAL PROVISIONS

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GALVESTON COUNTY, TEXAS

2. Binders from the successful proposer should be delivered to the Purchasing Agent no later than 5 working days from the date of award by Galveston County Commissioners Court or 2 days prior to coverage attachment, whichever is sooner.

3. Policies must be delivered no later than 60 days from attachment of coverage.

Q. AGENTS UNDERWRITING DUTIES

1. All proposals should be clearly explained and identified. Any costs, including optional programs, must be clearly stated and itemized on the bid sheet. Again any deviation from the RFP must be explicitly identified and be as complete and comprehensible as possible. All forms must be completed by each bidder for the bid to be viewed as responsive.

2. It is the bidding agent's responsibility to screen the carrier's coverage proposals for accuracy and compliance with the specifications set forward. The County will not accept any deviation from the submitted bid unless agreed upon by the Commissioners Court as concurred by the County Legal Department and County Purchasing Agent.

3. No proposal may be withdrawn after the closing time for bids set by the County Purchasing Agent.

R. QUALIFICATIONS

1. Agent: All insurance agents or brokers bidding on this proposal shall be duly licensed as such to do business in the state of Texas. At the request of Commissioners' Court or the Risk Analyst, all agents should be able to furnish evidence of Insurance Agents Errors and Omissions coverage in an amount not to be less than $1,000,000 each occurrence/$2,000,000 aggregate. The County also requests that three (3) references be submitted by each agent complete with contact name, mailing address and phone numbers. A comparable size to Galveston County in terms of both number of property and dollar amounts. If none, list your three (3) largest commercial accounts.

2. Insurer:

   a. All carriers submitted for coverage should possess a *BEST* rating of A or greater. Other comparable rating guides may be used for carrier rating; however each carrier bid must be rated by *BEST*.

   b. In order to qualify for coverage for the County of Galveston, any and all carriers must be licensed, admitted carriers, or legally established insurance company or self-insurance or governmental pools or programs.

   c. Local claims, underwriting and engineering capabilities will be a plus. If independent servicing firms are to be used for claims or safety engineering services, their names and addresses should be submitted along with your bid.

   d. Proposals will be accepted from intergovernmental risk sharing pools. Self- insurance pools must include a current financial statement (Balance Sheet and Statement of operations) and the most recent audited financial statements, including the auditor's opinion, plus complete particulars about its reinsurance programs.

S. ADDITIONAL SERVICES

The County of Galveston will weigh heavily the available services from the proposing agents. The County of Galveston encourages any literature or marketing material outlining such services be submitted along with the proposal.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

T. DISQUALIFICATION OF PROPOSERS

Failure to comply with the requirements or the procedures set forth in these specifications and information packet or non-satisfaction of the insurance and servicing criteria set forth herein may result in disqualification of the proposer or the complete rejection of the proposal.

U. SELECTION CRITERIA

It is the intent of the County of Galveston and Commissioners Court to award windstorm, flood and property insurance to a single vendor, however, the County of Galveston and Commissioners Court reserves the right to award the subjects of the proposal, in whole or in part, to those bidders who demonstrate professional competence in submitting proposals that satisfy cost, coverage, and servicing criteria. Insurance proposals will be carefully evaluated in terms of cost effectiveness and coverage, and for compliance with the insurance, risk financing and servicing criteria as contained in the specifications. The County will consider the merits of each proposal and arrive at a decision. Award will be made to the proposer submitting the lowest and/or best proposal. The final cost determination will be made on the lump sum cost of the coverage for one policy year. However, we also request that all portions of the itemized proposal sheet be filled out when possible. The County of Galveston and Commissioners Court reserves the right to reject any portion and/or any or all proposals submitted.

Following is a list of criteria, in descending order of importance that the County of Galveston will use to determine the lowest and best bid proposal:

1. The Lump Sum Cost of one year of coverage meeting or exceeding all specifications set forth in the specifications.
2. Carrier Selection
3. Ability to provide all specified coverage's as set forth in these specifications.
4. Service Criteria as outlines in section "K" of this RFP.
5. Agency References
6. Range & Availability of Varying Deductibles
7. Proposed Layering

V. SERVICING CRITERIA

The County of Galveston desires to receive personalized and timely service from any insuring agent and/or carrier. All services should be of the highest professional quality. The following criteria will be used in judging service criteria:

1. Number of years agency in Business
2. Size of Agency and Staff
3. Experience and Education of Staff
4. Professional Servicing Capability (i.e. claims, etc.)

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

5. Capability and willingness of the agency to personally respond to the professional needs of the County of Galveston in a timely manner.

6. Other Technical skill and services offered by the agency.

7. References.

8. After hours contact ability.

9. Assigned/dedicated staff to the account.

10. Nearest principal office location to 722 Moody, Galveston, Texas 77550.

11. Volume and experience in placing business and handling claims with TWIA and NFIP.

12. Ability to process the County's Direct Bill invoices on behalf of the County.

W. AUTHORIZED SIGNATURE

All proposal forms must be signed by persons who have the legal authority to bind the insurer to the insurances that are proposed

X. EVALUATION CRITERIA

The selection process will be based on the responses to this Request for Proposal and possibly any interviews required to verify the ability of the proposer to provide the requested services:

An evaluation committee shall review and evaluate the responses timely submitted to the County Purchasing Agent resulting from this solicitation effort. Responses shall be reviewed by the evaluation committee and shall be evaluated in accordance with the evaluation criteria listed herein. The evaluation committee will determine which responses are qualified based on the criteria listed below. The evaluation committee shall evaluate and score each response. The points from each scoring category will be comprised from the following:

• Ability to Provide all specified coverages as set forth in these specifications	30%
• The Lump Sum Cost of one year of coverage meeting or exceeding all specifications set forth in the specifications	20%
• Service Criteria as outline in Section V of this RFP	20%
• Agency References	10%
• Range & Availability of varying deductible	10%
• Carrier Selection	5%
• Proposed Layering	5%

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION II

MINIMUM UNDERWRITING REQUIREMENTS

1. The named insureds for all coverages shall be:

County of Galveston
&
Galveston County Commissioners Court

2. **CANCELLATION & RENEWAL:**

   a. A minimum cancellation provision of sixty (60) days is required in all proposed policies in lieu of any other customary provisions for cancellation.

3. **GENERAL PROVISIONS**

   a. The notice of claims provisions in the policy should state that knowledge of the actual or potential claim by the County of Galveston commences upon receipt of such information or advice by the Risk Manager of the County of Galveston.

   b. Any policy proposed for Galveston County should be endorsed to the effect that failure to disclose all facts at the inception date of the coverage shall not prejudice the insurance or the County, providing that such failure is due to unintentional error or omission.

   c. Binders should be delivered and in the possession of the Purchasing Agent no later than five working days from the date of award by Commissioners Court or two (2) days prior to the attachment of coverage, whichever is practical and/or sooner.

   d. Automatic full coverage for any newly acquired or formed properties should begin at receipt or possession of the property and include coverage for a minimum of ninety (90) days or until such time as appropriate notice is given to the agent and carrier for all coverage's in force.

   e. As stated in section one, the County of Galveston desires one (1) year contractual insurance agreement, however Commissioners Court in consultation with the Insurance Analyst and the County Purchasing Agent may elect to renew the policy for three (3) additional one (1) year periods should it be so desired. Note these renewals are at the discretion of Commissioners' Court and in no way reflect a contractual agreement for any period longer than one (1) year in the first term or one (1) year after that.

4. **PAYMENT SCHEDULE**

   The County of Galveston customarily pays full premium at policy inception, however the County wishes to have the option of and will give favorable reception to, any agent that can, as an option, provide monthly or quarterly installments for payment of premium if so desired by the County. Proposals should detail any fees associated with such an option.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

5. PACKAGING & CONSOLIDATION

The County of Galveston is not adverse to package coverage and would be receptive to adjoining existing or other newly incepting policies providing that the end coverage equals or exceeds the protection and indemnity sought in this RFP and does not in any way lessen any other coverage that the County currently has with any agent or carrier.

6. LAYERING OF COVERAGE

Should any agent or carrier choose to layer any line of Insurance that protects and indemnifies the County of Galveston, the County and Commissioners Court request that all subsequent signers of the slip be disclosed in the proposal. It should also be understood that any other coverage should follow all terms and conditions of the underlying coverage and any premium costs should be reflected in the lump sum annual payment.

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION III

SUBSECTION A

DESIRED COVERAGES

I. COVERAGES:

The County of Galveston desires the following coverage for its' Physical property locations that are under bid in this RFP:

A. Special perils or comparable AOP form. Quotes should include coverage for the perils and may exclude perils as set forth in Subsection C. Admitted insurance companies are preferable to non-admitted companies if comparable coverage is available through both.

B. If unable to include wind, hail, flood, and/or any other requested peril in AOP, quote separately through TWIA, NFIP, etc. as appropriate using the full insurable amounts available up to the values provided in Schedule A. Quote occurrence deductibles of maximum % up to 5% per occurrence for TWIA. For regular AOP quote occurrence deductibles of $50,000 per occurrence.

C. The County of Galveston is interested in having windstorm and/or hail coverage written into the main AOP policy, whenever possible. Bids may include multiple coverage options with regard to wind and hail: i.e., a coverage option with wind and hail covered through TWIA; a separate option with wind and hail covered as part of the AOP policy.

D. Flood - $5,000 Deductible

Quote flood insurance on all locations including contents for the full insurable values or the maximum amounts available through NFIP. Any deviations from above minimum requirements shall be explained on the Bid Sheet Proposal attached to this packet.

In addition to the physical property coverages requested the County of Galveston request that bidder indicate an:

E. Employment Practice Liability, Crime Shield policies, and other bonds as requested by the county throughout the bid period.

F. The ability to provide the appropriate insurance for and service to the current and future qualified CDBG program recipients.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION III

SUBSECTION B

APPLICABLE DEFINITIONS

I. DEFINITIONS:

Buildings shall be deemed to include:

1. The Building (Including Structure)(Please see Section VII, Schedule "A", for list of buildings)
2. Completed Additions
3. Permanently installed:
   (a) Fixtures
   (b) Machinery
   (c) Equipment
4. Outdoor Fixtures
5. Personal property owned by the county that is used to maintain or service the building or structure or its premises including:
   (a) Fire Extinguishing Equipment
   (b) Outdoor Furniture
   (c) Floor Coverings
   (d) Appliances used for refrigerating, ventilating cooking, dishwashing or laundering.
6. Additions under construction, alterations and repairs to the building or structure.
7. Materials, equipment, supplies and temporary structures, on or within the 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.
8. Pavement, foundations etc.,
9. Underground plumbing, electrical and phone equipment

Contents (Personal Property) shall include:

1. Furniture and Fixtures (Unattached)
2. Machinery and Equipment (Please see Section VII, Schedule D and Schedule F, for lists of machinery and equipment)
3. "Stock"
4. All other property owned by the County and used in the business.
5. Labor, materials or services furnished or arranged by the county on personal property of others
6. Use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:

   (a) Made a part of the building or structure we occupy but do not own; and
   (b) We acquired or made at our expense but cannot legally remove.

7. Leased personal property for which we have contractual responsibility to insure, unless otherwise provided for under Personal Property of others.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

8. Personal Property of others that is:
   (a) In our care, custody and control; and
   (b) Located in or on the building or structure described in the declarations or in the open (or in a vehicle) within 100 feet of the described premises.

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION III

SUBSECTION C

NAMED PERILS - CAUSES OF LOSS

The following are the minimum named perils desired, with additional coverage acceptable.

I. Perils - Causes of Loss

1. Fire
2. Lightning
3. Explosion
4. Windstorm
5. Hail
6. Smoke
7. Aircraft or Vehicle
8. Riot or Civil Commotion
9. Vandalism
10. Malicious Mischief
11. Sprinkler leakage
12. Water Damage Caused by Bursting or Leaking Pipes
13. Water Damage Resulting from Plumbing Malfunctions
14. Sinkhole Collapse
15. Volcanic Action
16. Earthquake
17. ISO Special Causes of Loss

II. Exclusions **May** Include:

1. Terrorism Coverage
2. Mold Coverage

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION III

SUBSECTION D

NAMED LOCATIONS AND LIMITS

Following, in Section VII Schedule "A", is a listing of properties. Also included is the value given to that property. This value represents to total value of this particular location, and does not take into account any co-insurance clauses.

Replacement costs shall apply to all properties and contents.

Bids shall include premium costs for coverage at the following co-insurance levels:

(c) 100% AOP, 85% with TWIA

The County of Galveston will look favorably on having windstorm coverage written into the main policy whenever possible rather than TWIA.

The County of Galveston will look favorably on any bid submission that contains all coverage limits in one policy without having to have excess policies written.

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION III

SUBSECTION E

PROPERTY & WIND DEDUCTIBLES

I. DEDUCTIBLES:

1. The County asks that bidders submit proposals including premium costs for all desired coverage (for the property) (with the exception of lesser deductibles listed in item 2.) at the following deductible levels:

   Maximum up to 5% per location for windstorm
   Maximum up to 5% per location for AOP that includes wind and hail OR maximum $50,000 if wind excluded.

2. Flood Deductible: $5,000

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION IV

LIST OF ALL ATTACHED SCHEDULES

SCHEDULE	DESCRIPTION
SCHEDULE "A"	PROPERTY LIST WITH LOCATIONS AND LIMITS
SCHEDULE "B"	FIVE YEAR LOSS RUN FOR PROPERTY (this schedule B will be included in the first Addendum)

Please see Attachment A Schedule A

The remainder of this page intentionally left blank

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION V
PROPOSAL SHEET FOR PROPERTY INSURANCE
COUNTY OF GALVESTON

This proposal is submitted to provide the County of Galveston with insurance coverage for its owned and/or operated properties. Coverage shall begin at 12:00 a.m. on November 1, 2018, and expire on the same date in 2019. Deductibles, limits and other coverage specifics must be per specifications included with this sheet.

BID I: Deductible Level = $50,000

Property Coverage Carrier: _____

Windstorm Carrier:
(if different from Fire Policy) _____

Property Carrier Best Rating: _____

Fire, Vandalism and Malicious
Mischief Premium: _____

Windstorm Premium:
(if carrier differs from
fire policy) _____

Total Lump Sum Premium for 1 Year
Year of Coverage as per specification
without exception unless otherwise
noted on this sheet:

Deviations, Comments or Explanations:

_____

_____

_____

_____

Agency Submitting this Proposal: _____

Account Manager/CSR Handling This Account: _____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

Agency Address: _____

Agency Phone: _____

Signature of Agent Submitting This Proposal: _____

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

PROPOSAL SHEET FOR PROPERTY INSURANCE
COUNTY OF GALVESTON

This proposal is submitted to provide the County of Galveston with insurance coverage for its owned and/or operated properties. Coverage shall begin at 12:00 a.m. on November 1, 2018, and expire on the same date in 2019. Deductibles, limits and other coverage specifics must be per specifications included with this sheet.

BID II: Deductible Level = 1% (of value)

Property Coverage Carrier: _____

Windstorm Carrier: _____
(if different from Fire Policy)

Property Carrier Best Rating: _____

Fire, Vandalism and Malicious Mischief Premium: _____

Windstorm Premium: _____
(if carrier differs from fire policy)

Total Lump Sum Premium for 1 Year of Coverage as per specification without exception unless otherwise noted on this sheet:

Deviations, Comments or Explanations:

_____

_____

_____

_____

Agency Submitting this Proposal: _____

Account Manager/CSR Handling This Account: _____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

Agency Address: _____

Agency Phone: _____

Signature of Agent Submitting This Proposal: _____

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

PROPOSAL SHEET FOR PROPERTY INSURANCE
COUNTY OF GALVESTON

This proposal is submitted to provide the County of Galveston with insurance coverage for its owned and/or operated properties. Coverage shall begin at 12:00 a.m. on November 1, 2014, and expire on the same date in 2015. Deductibles, limits and other coverage specifics must be per specifications included with this sheet.

BID III: Deductible Level = 5% (of value)

Property Coverage Carrier: _____

Windstorm Carrier:
(if different from Fire Policy) _____

Property Carrier Best Rating: _____

Fire, Vandalism and Malicious
Mischief Premium: _____

Windstorm Premium:
(if carrier differs from
fire policy) _____

Total Lump Sum Premium for 1 Year
of Coverage as per specification
without exception unless otherwise
noted on this sheet:

Deviations, Comments or Explanations:

_____

_____

_____

_____

Agency Submitting this Proposal: _____

Account Manager/CSR Handling This Account: _____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

Agency Address: _____

Agency Phone: _____

Signature of Agent Submitting This Proposal: _____

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

PROPOSAL SHEET FOR PROPERTY INSURANCE
COUNTY OF GALVESTON

This proposal is submitted to provide the County of Galveston with insurance coverage for its owned and/or operated properties. Coverage shall begin at 12:00 a.m. on November 1, 2018, and expire on the same date in 2019. Deductibles, limits and other coverage specifics must be per specifications included with this sheet.

BID IV: Flood (Attach Itemization of Premium by Location and Amounts Insured by Location)

Deductible Level=$5,000

Flood Coverage Carrier: _____

Total Lump Sum Premium for one (1)
Year of coverage as per specification without
exception unless otherwise
noted on this sheet, or attachment: _____

Deviations, Comments or Explanations:

_____

_____

_____

Agency Submitting this Proposal: _____

Account Manager/CS Handling this Account: _____

Agency Address: _____

Agency Phone: _____

Signature of Agent Submitting this Proposal: _____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

SECTION VI.

AGENT INFORMATION SHEET

NAME OF AGENCY: _____

TAX ID NUMBER: _____

NAME OF PERSON(S) HANDLING THIS ACCOUNT: _____

PERSON #2 (IF ANY): _____

ADDRESS OF AGENCY: _____

_____

_____

PHONE NUMBER OF AGENCY: _____ FAX#: ___

SIZE OF AGENCY (IN TERMS OF PREMIUM COLLECTED): _____

NUMBER OF PEOPLE IN STAFF SERVICE OFFICE: _

PLEASE LIST STAFF MEMBERS HANDLING THIS ACCOUNT ALONG WITH THEIR YEARS OF EXPERIENCE AND APPLICABLE EDUCATION.

_____

_____

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PROPERTY & CASUALTY INSURANCE
GALVESTON COUNTY, TEXAS

PLEASE LIST ANY OUTSIDE SERVICING FIRMS YOU MAY USE IN CONJUNCTION WITH THIS ACCOUNT AND INCLUDE THEIR LOCATION.

_____

_____

_____

PLEASE FEEL FREE TO MAKE ANY OTHER COMMENTS BELOW AND ALSO INCLUDE ANY PROMOTIONAL LITERATURE YOUR FIRM MAY PRODUCE.

_____

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration for authorization to dispose of salvage or surplus property submitted by the Interim Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 4:43 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE

722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 10, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Disposal of Salvage or Surplus Property

Gentlemen:

It is requested that authorization be granted to dispose of the salvage and/or surplus property items represented on the attached awaiting disposal (AD) list. This request is per the instructions outlined in the Texas Local Government Code, section 263.152, Disposition.

These items will be placed on the GovDeals website or other authorized means of disposal within 30 days after authorization is granted and all efforts to transfer them to County departments have been exhausted.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Enclosures: Disposal List

Dickey, Tammy

From: Nolan, Edward
Sent: Friday, July 11, 2025 8:34 AM
To: Dickey, Tammy
Subject: Agenda request for commissioners court 07/21/2025: 151500, Tax Office Surp items 20250721
Attachments: 151500, Tax Office Surp items 20250721.pdf

Good afternoon,

Could we please place the following property items on the next available commissioners court for appropriate removal or reallocation: **(151500, Tax Office Surp items 20250721.pdf):**

	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
1	4	n/a	office chairs, black				fabric torn, stained
2	1	n/a	cart				blue, broken
3	1	n/a	printer	VNBCBDQ12	HP	LaserJet P3015	broken
4	2	n/a	workstations				located in voters on 1st floor; include desks, overheard storage cabinets, and filing cabinets
5	5	n/a	wall file pockets		Office Depot		worn, scratched, no longer needed
6	2	n/a	under monitor desk organizers				no longer needed, were located in voters
7	2	n/a	large plastic letter trays		Eldon Office Products		no longer needed, were located in voters
8	3	n/a	mesh, metal letter trays, black				no longer needed, were located in voters
9	2	n/a	large file organizers, black, plastic		Office Depot		no longer needed, were located in voters
10	1	n/a	under desk keyboard organizer		Kensington		no longer needed
11	2	n/a	drawer organizers, black, plastic				no longer needed, were located in voters
12	1	n/a	stapler, metal, camel color				broken

13	5	n/a	mesh, metal desk organizers, black				no longer needed, were located in voters
14	1	n/a	metal, mesh envelope holder, black				no longer needed, was located in voters
15	1	n/a	small file organizer, black, plastic				no longer needed, was located in voters
16	1	n/a	large drawer organizer, black, plastic				no longer needed, was located in voters
17	1	1591000564	electric typewriter		IBM	Personal Wheelwriter 2	no longer needed, was located in voters
18	1	n/a	extension cord, green				no longer needed, was located in voters
19	1	n/a	super sorter file organizer, black plastic		Rogers		no longer needed, was located in voters
20	11	n/a	stackable letter tray organizers, black, plastic		Office Depot		no longer needed, were located in voters
21	9	n/a	stackable letter tray organizers, black, plastic				no longer needed, were located in voters
22	1	n/a	time card recording equipment and time cards		Pyramid	3500	no longer needed, was located in voters
23	1	n/a	heavy duty stapler		Swingline		broken
24	1	n/a	acrylic monitor stand				missing parts
25	6	n/a	ink ribbon		IBM	Wheelwriter 192LT	no longer needed

Thanks,

Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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Edward Nolan
Purchasing Asset Coordinator
Galveston County Purchasing Department
(409) 770-5417
(409) 621-7991 Fax
Edward.Nolan@co.galveston.tx.us

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PROPERTY DISPOSAL REPORT

DATE: 7/9/2025

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: 151500 Tax Office Kathleen Moreno
Department No. & Name, Department Asset Custodian Authorized Signature

Re: Please amend the inventory to reflect the following change(s) due to DISPOSAL

METHOD OF DISPOSAL

- ☐ **Auction** _____ Date
- ☐ **Theft** _____ Date (Attach the Law Enforcement Agency Theft Report)
- ☐ **Destroyed by**
  - ☐ Natural Disaster _____ Date
  - ☐ Traffic Accident _____ Date
- ☐ **Trade-In** _____ Date
- ☐ **Donated** _____ Date Agency receiving donation: _____

Disposal of: N/A - See attached sheet
FAID No. & Description

Reason for disposal: No longer needed

Serial No./VIN #: _____

From: 151500 Tax Office _____ Location: Old Courthouse TO
Department No. & Name Building, Floor, Suite, or Room No.

Comments: _____

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

7/9/2025
Date Form Processed

Edward
Fixed Asset Property Manager

Form No. FA-09

GENERAL PROPERTY PRE-DISPOSAL DISCLOSURE FORM

Date: 7/9/2025

To: Purchasing Department Attention: Fixed Asset Property Manager

From: _____ Kathleen Moreno 151500 Tax Office
Authorized Signature — Print Name — Department/Division

Re: Pre-disposal disclosure

Method of Disposal: _____ Destroy _____ Scrap _____ Salvage Starting Bid $

Please describe the item to the best of your knowledge. Please list any and all defects.

Disposal of FAID No: N/A Description: See attached sheet

Make: See attached sheet Model:

Serial/VIN: Year: Color:

Description of Use: Office items

Reason for Disposal: No longer needed

Is this item currently in sound working condition? ____ Yes ____ No

If no, please describe and list all defects.

Other:

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

7/9/2025
Date Form Processed

Edward [illegible]
Fixed Asset Property Manager

Form No. FA-10
04/20/2015

	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
1	4	n/a	office chairs, black				fabric torn, stained
2	1	n/a	cart				blue, broken
3	1	n/a	printer	VNBCBDQ12	HP	LaserJet P3015	broken
4	2	n/a	workstations				located in voters on 1st floor; include desks, overheard storage cabinets, and filing cabinets
5	5	n/a	wall file pockets		Office Depot		worn, scratched, no longer needed
6	2	n/a	under monitor desk organizers				no longer needed, were located in voters
7	2	n/a	large plastic letter trays		Eldon Office Products		no longer needed, were located in voters
8	3	n/a	mesh, metal letter trays, black				no longer needed, were located in voters
9	2	n/a	large file organizers, black, plastic		Office Depot		no longer needed, were located in voters
10	1	n/a	under desk keyboard organizer		Kensington		no longer needed
11	2	n/a	drawer organizers, black, plastic				no longer needed, were located in voters
12	1	n/a	stapler, metal, camel color				broken

	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
13	5	n/a	mesh, metal desk organizers, black				no longer needed, were located in voters
14	1	n/a	metal, mesh envelope holder, black				no longer needed, was located in voters
15	1	n/a	small file organizer, black, plastic				no longer needed, was located in voters
16	1	n/a	large drawer organizer, black, plastic				no longer needed, was located in voters
17	1	1591000564	electric typewriter		IBM	Personal Wheelwriter 2	no longer needed, was located in voters
18	1	n/a	extension cord, green				no longer needed, was located in voters
19	1	n/a	super sorter file organizer, black plastic		Rogers		no longer needed, was located in voters
20	11	n/a	stackable letter tray organizers, black, plastic		Office Depot		no longer needed, were located in voters
21	9	n/a	stackable letter tray organizers, black, plastic				no longer needed, were located in voters
22	1	n/a	time card recording equipment and time cards		Pyramid	3500	no longer needed, was located in voters

	Qty	Asset Tag	Description	Serial #	Make	Model	Notes
23	1	n/a	heavy duty stapler		Swingline		broken
24	1	n/a	acrylic monitor stand				missing parts
25	6	n/a	ink ribbon		IBM	Wheelwriter 192LT	no longer needed
26							
27							
28							
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42							

DELL
PRINTER

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of an Interlocal Agreement with the City of Bayou Vista for a Drainage Study within the City Limits submitted by Engineering

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/14/25 3:52 pm
2	Dianna Martinez	Approve	7/15/25 3:46 pm

The State of Texas §

§

County of Galveston §

Interlocal Agreement to Fund Drainage Study within the City Limits of Bayou Vista, Texas

This Agreement is entered into pursuant to Chapter 791 Texas Government Code. It is by and between the **County of Galveston**, hereinafter referred to as the "County," and the **City of Bayou Vista,** a Type A municipality, hereinafter referred to as the "City," both of which are political subdivisions of the State of Texas.

A. Preamble

The Parties agree:

The County has allocated $500,000.00 in drainage funds for a drainage study for the City.

B. Project

The Bayou Vista City-Wide Drainage Study consists of an existing condition analysis to identify problem areas and a proposed condition analysis to determine pipe sizes necessary to convey flow for locations identified as having inadequate conveyance capacity throughout the City. The work includes hydrologic and hydraulic analysis, topographic survey of the storm sewer system, and GIS data and map creation services.

Currently, the City has limited records showing the locations of drainage facilities. This effort will include locating and mapping the existing facilities.

The survey services will include setting control points (approximately 4 points per street), a topographic survey outlining the drainage system, data processing, CSV file deliverables, field notes, photographic inventory, and the survey control layout.

The effort to gather outfall information for the topographic survey will require boat access on the canal side. Coordination between the City and residents will be required in the process of gathering field data.

The following streets will provide a challenge in gathering field data as the existing conditions are overgrown, congested, and structures are either not visible or mostly buried: Sailfish, Bonita, Marlin, Warsaw & Dolphin.

The GIS services to be provided are a picture collector map with pictures attached to all inlets, a geodatabase schematic, converting topographic survey information to GIS, and including attributes to the GIS data, such as size and elevation data, to the storm sewer system.

Upon completion of the existing and proposed condition analysis, the results will be presented to the City prior to creating the final drainage study report. Comments received during the review process will be addressed, and applicable maps, models, and the report will be updated as necessary to obtain final acceptance and provided to the City.

C. Payment

The County will finance the Project up to a maximum expenditure of $500,000.00.

D. Duties

1. The County will:

    - Procure and contract professional engineering services for the project.
    - Furnish the City with all deliverables from the engineering consultant, including study findings, applicable maps, models, report.

2. The City will:

    - Assist in the coordination with citizens in the process of gathering field data.
    - Provide any records, drawings, easements, or knowledge of existing drainage features.

E. Completion of Project

- Upon completion and acceptance of this Project, the County's responsibility under this Agreement ends.

F. General Provisions:

- Anything in this Agreement to the contrary notwithstanding, a) in no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever; and b) in no manner shall this Agreement be construed to operate for the benefit of any third party.
- This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the subject matter within.
- Each party represents that it has full authorization to enter into this Agreement as required by law.
- The parties agree to pay any payments made pursuant to this Agreement from current revenues.
- This Agreement may be executed in multiple originals.
- In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

- Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
- It is expressly understood and agreed that under this Agreement neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of _____, 2025.

County of Galveston

By: _____
Mark Henry
County Judge

Attest:

_____
Dwight Sullivan
County Clerk

Executed this 24 **day of** June **, 2025.**

City of Bayou Vista

By: Paula J. Eshelman
Paula Eshelman
Mayor

Attest:

Lillian Salinas
Lillian Salinas
City Secretary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of interlocal agreement to partially fund drainage facilities within the City Limits submitted by Engineering

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/14/25 4:02 pm
2	Dianna Martinez	Approve	7/15/25 3:58 pm

The State of Texas §

§

County of Galveston §

Interlocal Agreement to Partially Fund Drainage Facilities within the City Limits of Santa Fe, Texas

This Agreement is entered into pursuant to Chapter 791 Texas Government Code. It is by and between the **County of Galveston**, hereinafter referred to as the "County," and the **City of Santa Fe,** a home-rule municipality, hereinafter referred to as the "City," both of which are political subdivisions of the State of Texas.

A. Preamble

The Parties agree:

The County allocated $1,540,000.00 in drainage funds to be used as the County's share for drainage improvements in the City of Santa Fe.

B. Project

The City has selected the 4th Street Outfall Rehabilitation project.

The 4th Street Outfall Rehabilitation includes rehabilitation of approximately 3,000 LF of 5'x2' and 6'x2' drainage boxes with geopolymer spray and resetting segments that have failed and are no longer at design grade. The work will also include installation of access manholes throughout the alignment, along with point repairs to the pavement where necessary for construction. This work is located on 4th Street from FM 646 to the outfall at Thaman Draw (Ditch 12).

C. Payment

The County will finance the project without any City funds up to $1,540,000.00. The City will be solely responsible for providing funding for all additional project costs, if any, over $1,540,000.00.

After the project has been designed and bids have been received, the County will notify the City of the bids and provide them a copy. Should the project cost exceed $1,540,000.00, the City will provide the County with the City's portion of the project costs within 21 days of notification. Upon receipt of the City's share of the costs, the County will award the construction contract and proceed with construction. Should any change orders be necessary during construction that exceeds the County's agreed share, the County will notify the City of the cost and reason for the change order, and the City will provide payment to

the County within 21 days of notification.

D. Duties

1. The County will:

   a. Design, construct, and manage the project per the City's requirements.
   b. Furnish the City with a set of plans and specifications.
   c. Transfer any and all warranties to the City.
   d. Resolve any disputes with contractor(s).
   e. Inform the City of any additional right-of-way required.

2. The City will:

   a. Deal with local citizen issues and questions during design and construction.
   b. Provide any necessary right-of-way.
   c. Provide construction requirements during the design phase of the project.
   d. After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.
   e. Assist in utility relocations and provide funding for such relocations.

E. Completion of Project

- Upon completion and acceptance of this Project the County's responsibility under this Agreement ends.

F. General Provisions:

1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the subject matter within.
3. Each party represents that it has full authorization to enter into this Agreement as required by law.
4. The parties agree to pay any payments made pursuant to this Agreement from current revenues.
5. This Agreement may be executed in multiple originals.
6. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof, and this Agreement shall be construed as if the stricken provision had never been contained herein.
7. Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the

laws of the State of Texas.

8. It is expressly understood and agreed that under this Agreement, neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of _____, 2025.

County of Galveston

By: _____

Mark Henry
County Judge

Attest:

_____

Dwight Sullivan
County Clerk

Executed this 9th **day of** July **, 2025.**

City of Santa Fe

By: _____

City Manager

Attest:

_____

City Secretary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of interlocal agreement to partially fund improvements to various city streets within the City Limits of Santa Fe submitted by Engineering

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/14/25 4:00 pm
2	Dianna Martinez	Approve	7/15/25 4:40 pm

The State of Texas §

§

County of Galveston §

Interlocal Agreement to Partially Fund Improvements to Various City Streets within the City Limits of Santa Fe, Texas

This Agreement is entered into pursuant to Chapter 791, Texas Government Code, and Transportation Code §251.012. It is by and between the **County of Galveston** and the **City of Santa Fe,** a home-rule municipality, both of which are political subdivisions of the State of Texas.

A. Preamble

The Parties agree:

The County allocated $1,500,000.00 in road funds to be used as the County's share for road improvements in the City of Santa Fe.

B. Project

The City has selected the 2nd Street Road Improvement Project.

The 2nd Street Road Improvements include approximately 4,070 LF of full-depth in-place recycling of existing pavement. Existing subgrade will be cement stabilized to 6-inches depth. The work also includes removal and replacement of storm sewer culverts that have failed and are no longer at design grade, as well as cleaning and regrading approximately 6,800 LF of roadside ditches. The Gulf Coast Water Authority and the City of Galveston have well collection lines along 2nd Street. Several Galveston County Drainage District #1 channels cross this road; however, the culvert crossing will remain.

C. City Approval

As required by the **Texas Transportation Code §251.012,** the City gives its approval to the County to finance the Project up to the limits established herein.

D. Payment

The County will finance the project without any City funds up to $1,500,000. The City will be solely responsible to provide funding for all additional project costs, if any, over $1,500,000.00.

After the project has been designed and bids have been received, the County will notify the City of the bids and provide them a copy. Should the project cost exceed $1,500,000.00, the City will provide the County with the City's portion of the project costs within 21 days of

notification. Upon receipt of the City's share of the costs, the County will award the construction contract and proceed with construction. Should any change orders be necessary during construction that exceed the County's agreed share, the County will notify the City of the cost and reason for the change order, and the City will provide payment to the County within 21 days of notification.

E. Duties

1. The County will:

   a. Design, construct, and manage the project per the City's requirements.
   b. Furnish the City with a set of plans and specifications.
   c. Transfer any and all warranties to the City.
   d. Resolve any disputes with contractor(s).
   e. Inform the City of any additional right-of-way required.

2. The City will:

   a. Deal with local citizen issues and questions during design and construction.
   b. Provide any necessary right-of-way.
   c. Provide construction requirements during the design phase of the project.
   d. After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.
   e. Assist in utility relocations and provide funding for such relocations.

F. Completion of Project

Upon completion and acceptance of this Project, the County's responsibility under this Agreement ends.

G. General Provisions:

1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create, or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the subject matter within.
3. Each party represents that it has full authorization to enter into this Agreement as required by law.
4. The parties agree to pay any payments made pursuant to this Agreement from current

revenues.

5. This Agreement may be executed in multiple originals.
6. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such fact shall not affect any other provision thereof, and this Agreement shall be construed as if the stricken provision had never been contained herein.
7. Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
8. It is expressly understood and agreed that under this Agreement, neither party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of _____, 2025.

County of Galveston

By: _____

Mark Henry
County Judge

Attest:

_____

Dwight Sullivan
County Clerk

Executed this 9th **day of** July **, 2025.**

City of Santa Fe

By: _____

City Manager

Attest:

_____

City Secretary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of interlocal agreement to partially fund improvements to drainage facilities within the limits of Galveston County Drainage District No. 1 submitted by Engineering

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/14/25 3:57 pm
2	Dianna Martinez	Approve	7/16/25 10:59 am

The State of Texas §

§

County of Galveston §

Interlocal Agreement to Partially Fund Improvements to Drainage Facilities within the limits of Drainage District #1 in Galveston County

This Agreement is entered into pursuant to Chapter 791 Texas Government Code. It is by and between the **County of Galveston**, hereinafter referred to as the "County" and **Galveston County Drainage District #1,** a drainage district, hereinafter referred to as the "DD1" both of which are political subdivisions of the State of Texas.

A. Preamble

The Parties agree:

The County allocated $1,920,000 in drainage funds to be used as the County's share for drainage improvements in DD1.

B. Project

DD1 has selected improvements to siphons along Willow Bayou and Ditch 8 for their selected projects.

1. Willow Bayou siphon replacement at Briscoe Canal.
   This crossing would have essentially the same geometric features as the similar constructed Cloud Bayou crossing (300' wide opening in Briscoe Canal system connected with buried 72" CMP under Cloud Bayou). DD1 has evaluated the proposed pipe sizes and determined that there are no adverse downstream impacts.

2. Ditch 8 siphon replacement crossing under the GCWA canal.
   An existing 72-inch diameter will be replaced with dual 84-inch siphon that includes pipe bends so that the siphon ends are at grade and maintainable. DD1 has evaluated the proposed pipe sizes and determined that there are no adverse downstream impacts.

C. Payment

The County will finance the project without any DD1 funds up to $1,920,000. DD1 will be solely responsible to provide funding for all additional project costs, if any, over $1,920,000.

After the project has been designed and bids have been received the County will notify DD1 of the bids and provide them a copy. Should the project cost exceed $1,920,000 DD1 will provide the County DD1's portion of the project costs within 21 days of notification. Upon receipt of DD1's share of the costs the County will award the construction contract and proceed with construction. Should any change orders be necessary during construction which exceeds the County's agreed share, the County will notify DD1 of the cost and reason

for the change order and DD1 will provide payment to the County within 21 days of notification.

D. Duties

1. The County will:

   a. Design, construct, and manage the project per DD1's requirements.
   b. Furnish DD1 with a set of plans and specifications.
   c. Transfer any and all warranties to DD1.
   d. Resolve any disputes with contractor(s).
   e. Inform DD1 on any additional right-of-way required.

2. DD1 will:

   a. Deal with local citizen issues and questions during design and construction.
   b. Provide any necessary Right of Way.
   c. Provide construction requirements during the design phase of the project.
   d. After completion of the Project, be responsible for such maintenance and upkeep as is required to keep the Project properly functioning.
   e. Assist in utility relocations and provide funding for such relocations.

E. Completion of Project

Upon completion and acceptance of this Project the County's responsibility under this Agreement ends

F. General Provisions:

1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter.
3. Each party represents that it has full authorization to enter into this Agreement as required by law.
4. The parties agree to pay any payments made pursuant to this Agreement from current revenues.
5. This Agreement may be executed in multiple originals.
6. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.

7. Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
8. It is expressly understood and agreed that under this Agreement neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

Executed this _____ day of _____, 2025.

County of Galveston

By: _____
Mark Henry
County Judge

Attest:

_____
Dwight Sullivan
County Clerk

Executed this _____ day of _____, 2025.

Drainage District #1

By: _____
Dennis Wagner
Chairman of Commissioners

Attest: _____
D. W. Wostal
Secretary / Treasurer

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of application from Gentjan Hajderlli and Bruce F. Longaker for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 3:48 pm

On this the 21st day of July, 2025, the Commissioners' Court of Galveston County, Texas convened in a special scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of San Leon Farm Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 5, Page 51 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", Gentjan Hajderlli and Bruce F. Longaker have filed their Petition and Application for permission to revise a portion of Lot 1, Block 22; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be August 29, 2025, at 3:30 p.m. in the following location:

Galveston County North Annex
174 Calder, Room 100
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 21st day of July, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS NOW COMES Bruce Longaker & Gentjan Hajderlli, and file this Petition and Application to revise plat of N 133.33 LOT 1 (1-3) BLK 22 SAN LEON, subdivision plat recorded in Plat Record 5, Map No. 51 of the Map Records of Galveston County, Texas:

a. Replat of N 133.33 LOT 1 (1-3) BLK 22 SAN LEON

Bruce Longaker & Gentjan Hajderlli requests permission to revise the Subdivision Plat in accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner Bruce Longaker & Gentjan Hajderlli owns land in N 133.33 LOT 1 (1-3) BLK 22 SAN LEON that is subject to the subdivision controls of Galveston County.

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"

3. The portion of the Subdivision Plat that will be revised is:

   a. Lots N 133.33 LOT 1 (1-3) BLK 22 SAN LEON

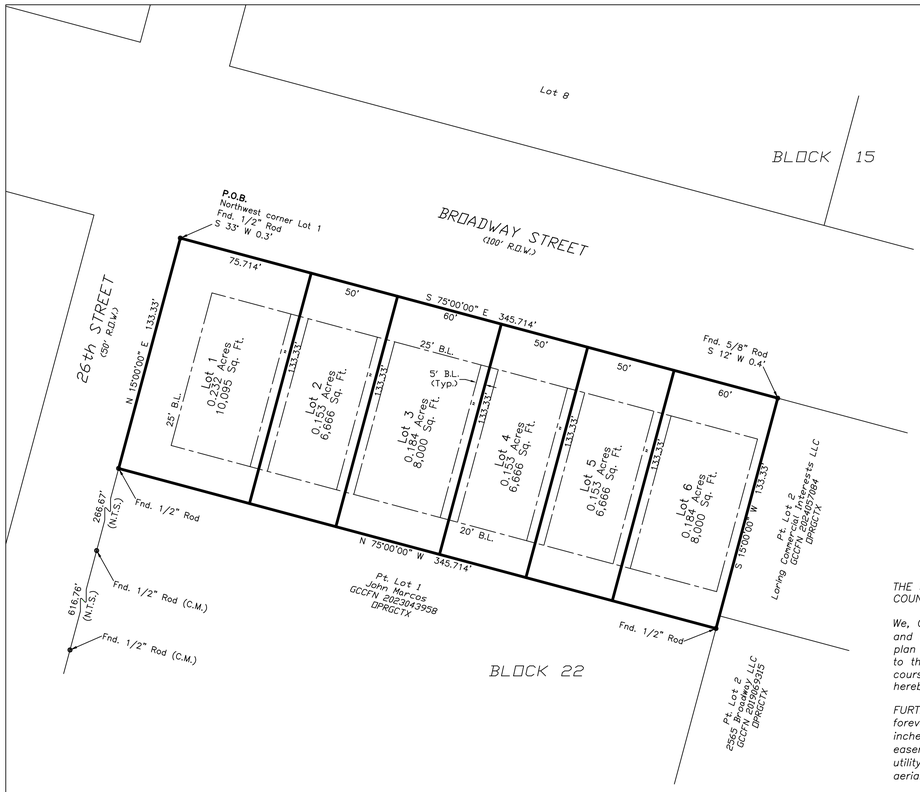
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.

5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised Plat or part of a Plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners of the lands within the Subdivision Plat and that said notice be published in a newspaper general circulation in Galveston County as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this Honorable Court enter such further orders and take further action as may be proper.

Owner Name _____ Date 6/29/25

Owner Bruce Longaker & Gentjan Hajderlli



PROPERTY DESCRIPTION

Being the North 133.33 feet of Lot One (1), in Block Twenty-Two (22) of SAN LEON FARM HOME TRACTS, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 238-A, Page 25 and transferred to Plat Record 5, Map No. 51, of the Map Records of Galveston County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the intersection of the South right-of-way line of Broadway Street (100' R.O.W.) and the East right-of-way line of 26th Street (50' R.O.W.), being the Northwest corner of said Lot 1, same being the Northwest corner of the herein described tract, a found 1/2 inch rod, bearing S 33° W a distance of 0.3 feet;

THENCE South 75° 00' 00" East, along the South right-of-way line of said Broadway Street and the North line of said Lot 1, a distance of 345.714 feet to the Northeast corner of the herein described tract, a found 5/8 inch rod, bearing S 12° W a distance of 0.4 feet;

THENCE South 15° 00' 00" West, parallel to the East right-of-way line of said 26th Street and the West line of said Lot 1, a distance of 133.33 feet to the Southeast corner of the herein described tract, a found 1/2 inch rod;

THENCE North 75° 00' 00" West, parallel to the South right-of-way line of said Broadway Street and the North line of said Lot 1, a distance of 345.714 feet to the East right-of-way line of said 26th Street and the West line of said Lot 1 and being the Southwest corner of the herein described tract, a found 1/2 inch rod;

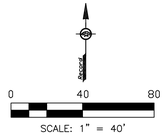
THENCE North 15° 00' 00" East, along the East right-of-way line of said 26th Street and the West line of said Lot 1, a distance of 133.33 feet to the PLACE OF BEGINNING and containing 1.058 acres (46,094 square feet) of land, more or less.

This is to certify that I, Brene Addison, a Registered Professional Land Surveyor for the State of Texas, have platted the above and foregoing subdivision and replat from an actual survey on the ground and under my direction and that all corners have been, or will be, properly monumented.

Brene Addison
Registered Professional
Land Surveyor No. 6598

STATE OF TEXAS
BRENE ADDISON
6598
REGISTERED
PROFESSIONAL
LAND
SURVEYOR

TRICON
LAND
SURVEYING, LLC
Mailing: 6341 Stewart Rd. #251
Physical: 2011 59th Street
Galveston, TX 77551
409-497-2772
TriconLandSurveying.com
T.B.P.L.S. Firm No. 10194309
TLS 25-0177



NOTES:

1) This property lies within "other flood areas" Zone X as established by the FEMA Flood Insurance Rate Map No. 48167C0255G, dated August 15, 2019.

2) All of the property subdivided in the foregoing plat is within the incorporated boundaries of Galveston County, Texas.

3) Bearings shown hereon are record bearings, based on the found monumentation of the Southeast right-of-way line of 26th Street.

4) Planting, flower beds, and other landscaping or fill materials are not permitted in side lot drainage swales or drainage/detention easements. Maintenance of side lot drainage swales or detention easements are the responsibility of the property owner.

LEGEND

- Easement Line
- Building Line
- B.L. Building Line
- U.E. Utility Easement
- G.C.C.F.N. Galveston County Clerk's File Number
- OPRRPGCTX Official Public Records Real Property Galveston County, Texas
- G.C.M.R. Galveston County Map Records
- (N.T.S.) Not to Scale
- (C.M.) Control Monument

THE STATE OF TEXAS
COUNTY OF GALVESTON

We, Gentjan Hajderlli and Bruce F. Longaker, owner(s) hereinafter referred to as Owner of the lots described in the above and foregoing map of 'LOT 1, BLOCK 22 PARTIAL REPLAT', do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and herby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, or heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owner have dedicated an by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet six (11' 6") inches for ten feet (10' 0") perimeter ground easements or five feet six (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owner have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten fee (10' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owner do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owner do hereby convenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owner do hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving Galveston County, or any other govenmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways an easements clear of fences, building, planting and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easemnent except by means of an approved drainage structure.

FURTHER, the Owners hereby certify that this replat does not attemp to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

Witness my hand in County of Galveston, Texas, this _____ day of _____, 2025.

_____
Gentjan Hajderlli

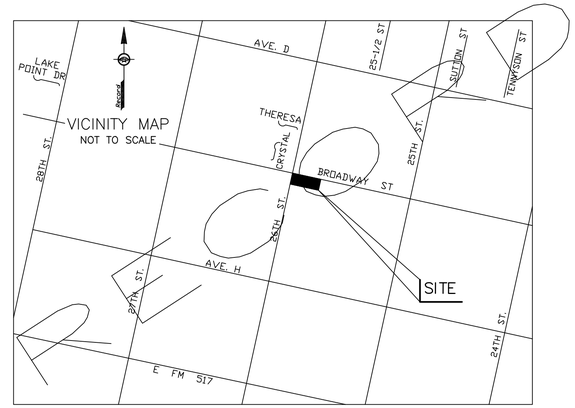
_____
Bruce F. Longaker

THE STATE OF TEXAS {}
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON {}

BEFORE ME, the undersigned authority, on this day personally appeared Gentjan Hajderlli and Bruce F. Longaker, known to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that thhe executed the same for the purposes and consideration therein expressed and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public for the
State of Texas
My Commission Expires_____



APPROVED for filing, wherein Galveston County assumes no oblgation for drainage, streets, roads or making any other improvements in said subdivision.

_____
Darrell Apffel
Commissioner, Precinct No. 1

_____
Mark Henry
County Judge

The above subdivision titled 'LOT 1, BLOCK 22 PARTIAL REPLAT' as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order dated _____, 2025.

Dwight D. Sullivan, County Clerk
Galveston County, Texas

By _____Deputy

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adapted by the Galveston County Commissioners' Court.

_____
Michael C. Shannon
County Engineer

THE STATE OF TEXAS {}
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON {}

I, Dwight D. Sullivan, County Clerk, Galveston County Texas, do hereby certify that the written instrument was filed for record in my office on _____, 2025, at _____ O'clock, ___m, and duly recorded on _____, 2025, at _____ O'clock, ___m, Instrument #_____, Galveston County records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written

Dwight D. Sullivan, County Clerk
Galveston County, Texas

By _____Deputy

LOT 1, BLOCK 22 PARTIAL REPLAT

SAN LEON FARM HOME TRACTS
PLAT RECORD 5, MAP NO. 51
G.C.M.R.
GALVESTON COUNTY, TEXAS
06-27-2025

Owner:
Gentjan Hajderlli &
Bruce F. Longaker
12 Cypress Ridge Lane,
Sugar Land, TX. 77479

Surveyor:
Brene Addison
Registered Professional Land Surveyor No. 6598

811

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of application from NEP TEX #3, LLC for a partial replat of San Leon Farm Home Tracts subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 4:57 pm

On this the 21st day of July, 2025, the Commissioners' Court of Galveston County, Texas convened in a special scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of San Leon Farm Home Tracts is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 5, Page 51 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", NEP TEX #3, LLC and Sanjay Shrestha, its president**,** have filed their Petition and Application for permission to revise a portion of Lot 8, Block 48; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be August 29, 2025, at 3:30 p.m. in the following location:

Galveston County North Annex
174 Calder, Room 100
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 21st day of July, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS

NOW COMES NEP TEX #3 LLC, and files this Petition and Application to revise plat of San Leon Farm Home, subdivision plat recorded in Vol. 1, Page 51 of the Map Records of Galveston County, Texas to:

Divide 1 lot into 10 lots

Petitioner requests permission to revise the aforementioned subdivision plat in accordance with and as provided for in Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner owns land in the aforementioned subdivision that is subject to the subdivision controls of Galveston County.

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"

3. The portion of the subdivision plat that will be revised is:

   Lot 8 Block 48

4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.

5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised plat or part of a plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this petition and application be given to the required property owners in Galveston County and that said notice be published as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the petitioner to revise the subdivision plat and that this Honorable Court enter such further orders and take further action as may be proper.

Petitioner — Date: 06/14/2025

Petitioner — Date:

THE STATE OF TEXAS

COUNTY OF GALVESTON

I, Sanjay Shrestha, President of NEP TEX#3, LLC, referred to as the owners of the 5.000 acre tract described in the above and foregoing map of REPLAT OF LOT 8, BLOCK 48, SAN LEON FARM HOME TRACTS, do hereby make and establish said plat of said property according to all lines, dedications and notations on said maps and plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains and easements and public places shown thereon for the purposes and considerations therein expressed and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the Galveston County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners certify and covenant that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioners' Court of Galveston County.

FURTHER, the Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

IN TESTIMONY WHEREOF, the NEP TEX#3, LLC has caused these presents to be signed by Sanja Shrestha, its President, thereunto authorized, this _____ day of _____, 2025.

NEP TEX#3, LLC

By: _____
President
Sanjay Shrestha

BEFORE ME, the undersigned authority, on this day personally appeared, Sanjay Shrestha, President of NEP TEX#3, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2025.

_____
Notary Public in and for
The State of Texas
My Commission Expires _____

THE STATE OF TEXAS

COUNTY OF _____

We, Prosperity Bank, owners and holders of a lien upon said property, do hereby ratify and confirm said subdivision and dedication, and do hereby in all things subordinate to said subdivision and dedication the lien owned and held by us against said land.

Witness our hand in this _____ day of _____, 2025.

_____
J.R. Amaya
President
Prosperity Bank

BEFORE ME, the undersigned authority, on this day personally appeared, J.R. Amaya, President of Prosperity Bank, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 2025.

_____
Notary Public in and for
The State of Texas
My Commission Expires _____

I, Billy L. Shanks, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points or curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than one half (1/2) inch and a length of not less than two (2) feet; and that the plat boundary corners have been tied to the nearest survey corner.

_____
Billy L. Shanks
Registered Professional
Land Surveyor No. 1821

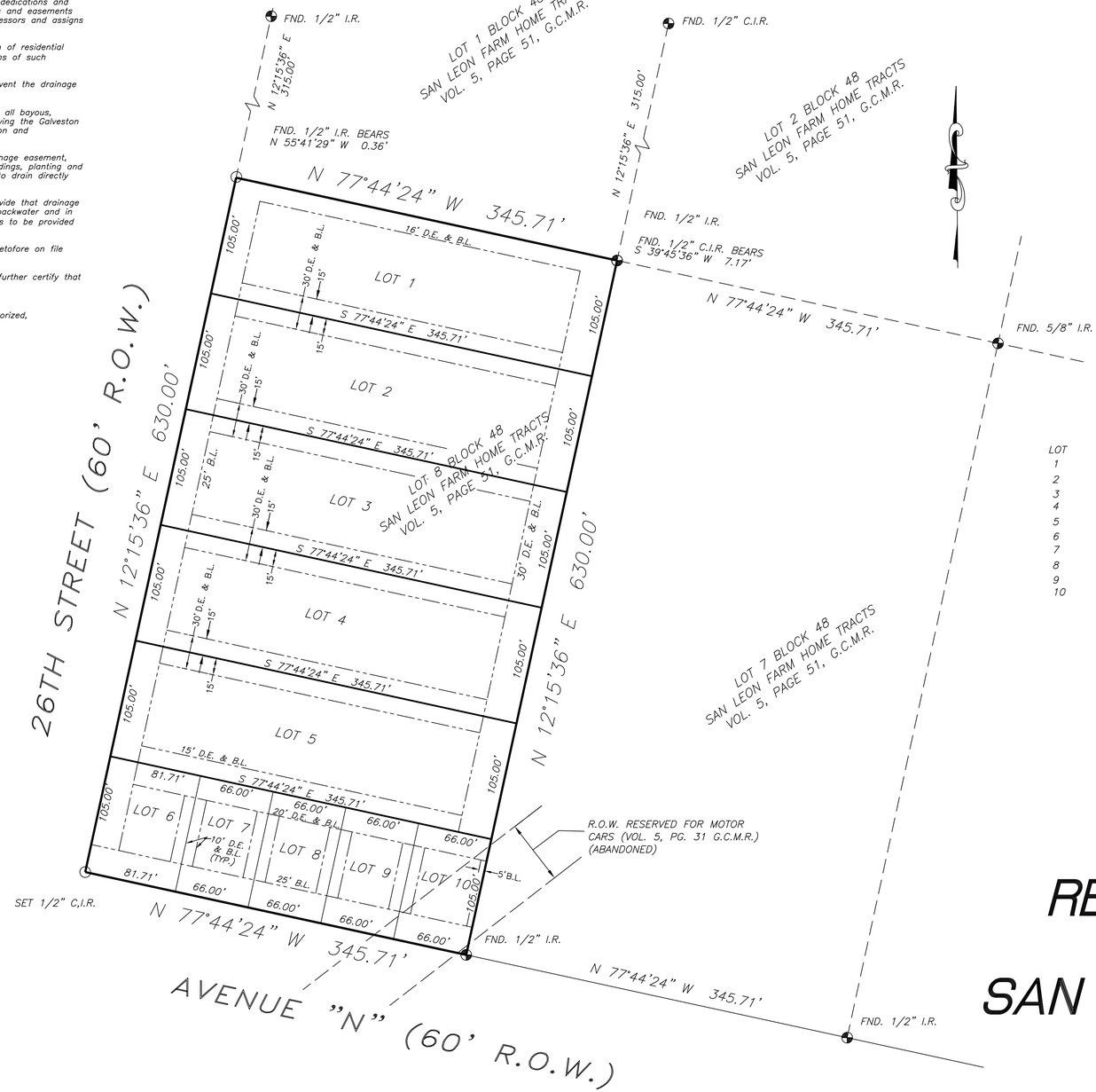
I, Michael Shannon, County Engineer of Galveston County, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Galveston County Commissioners' Court.

_____
Michael Shannon
County Engineer

Approved for filing, wherein Galveston County assumes no obligation for grading, drainage structures or surfacing of the streets or roads or making any other improvements in said subdivision.

_____
Mark Henry
County Judge

_____
Darrell A. Apffel
Commissioner Precinct No. 1



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

G.C.D.R. = Galveston County Deed Records
G.C.C.F. = Galveston County Clerk File
G.C.M.R. = Galveston County Map Records
R.O.W. = Right-of-Way
S.F. = Square Feet
B.L. = Building Line
U.E. = Utility Easement
D.E. = Drainage Easement
TYP. = Typical
⌖ = Controlling Monument

LOT	AREA (SF)
1	36,300
2	36,300
3	36,300
4	36,300
5	36,300
6	8,580
7	6,930
8	6,930
9	6,930
10	6,930

GRAPHIC SCALE

60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

I, DWIGHT D SULLIVAN, County Clerk of Galveston County, Texas, do hereby certify that this written instrument with its certificate and authentications was filed for record in my office on _____, 2025 at _____ o'clock, __. m. in Galveston County Instrument No. _____.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

By: _____
Deputy

This above subdivision title REPLAT OF LOT 8, BLOCK 48, SAN LEON FARM HOME TRACTS as mapped, approved by the Commisioners' Court of Galveston County, Texas, order dated _____, 2025.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

By: _____
Deputy

NOTES:
1. This Tract Does Lie Within The 100 Year Flood Plain According To FEMA Map No. 48167C0255G Dated 8/15/2019 (Zone AE)

FINAL PLAT OF

REPLAT OF LOT 8 BLOCK 48 SAN LEON FARM HOME TRACTS

BEING 5.000 ACRES OUT OF LOT 8, BLOCK 48, SAN LEON FARM HOME TRACTS SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 51, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS

10 LOTS, 1 BLOCK

REASON FOR REPLAT: TO CREATE 10 SINGLE FAMILY LOTS

APRIL, 2025

PREPARED BY:
Shanks Engineering and Surveying, Inc.
1446 Pirates Cove
Houston, TX 77058
FIRM REG. NO. 1019300

OWNER:
NEP TEX#3, LLC

JOB NO. 58167-4

SHEET 1 OF 1

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of application from The Biscayne Owners Association for a partial replat of The Biscayne Section Two subdivision submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 1:23 pm

On this the 21st day of July, 2025, the Commissioners' Court of Galveston County, Texas convened in a special scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of The Biscayne Section Two is presently on file with the County Clerk of Galveston County. It may be found in recorded in Record 2005A, Map 157 in the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", The Biscayne Owners Association, acting by and through Richard Woodard, its president, have filed their Petition and Application for permission to revise a portion of Reserve "K"; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be sent to owners of the lots that are within 200 feet of the subdivision plat to be revised and to be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be August 29, 2025, at 3:30 p.m. in the following location:

Galveston County North Annex
174 Calder, Room 100
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 21st day of July, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS NOW COMES The Biscayne Homeowners Association, acting by and through Richard Woodard, it's President, and file this Petition and Application to revise plat of The Biscayne Section Two (2), subdivision plat recorded in Plat Record 2005A, Map No. 157 of the Map Records of Galveston County, Texas:

a. Replat of 4,413 Square Feet (0.101 of one acre) out of Reserve "K"

The Biscayne Homeowners Association, acting by and through Richard Woodard, it's President requests permission to revise the Subdivision Plat in accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner The Biscayne Homeowners Association, acting by and through Richard Woodard, it's President owns land in The Biscayne Section Two (2) that is subject to the subdivision controls of Galveston County.

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"

3. The portion of the Subdivision Plat that will be revised is:

    a. 4,413 Square Feet (0.101 of one acre) out of Reserve "K" (AKA: Lot 3-A)

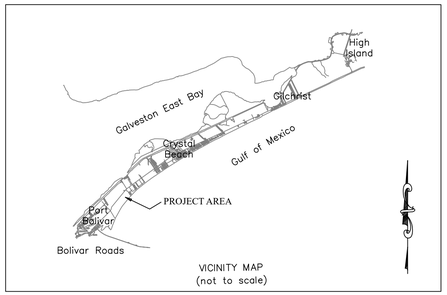
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.

5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised Plat or part of a Plat showing the changes made to the original plat.

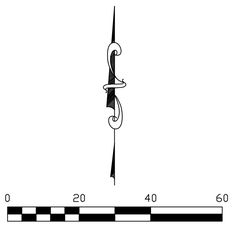
WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners of the lands within the Subdivision Plat and that said notice be published in a newspaper general circulation in Galveston County as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this Honorable Court enter such further orders and take further action as may be proper.

Richard Woodard
The Biscayne Homeowners Association
It's President

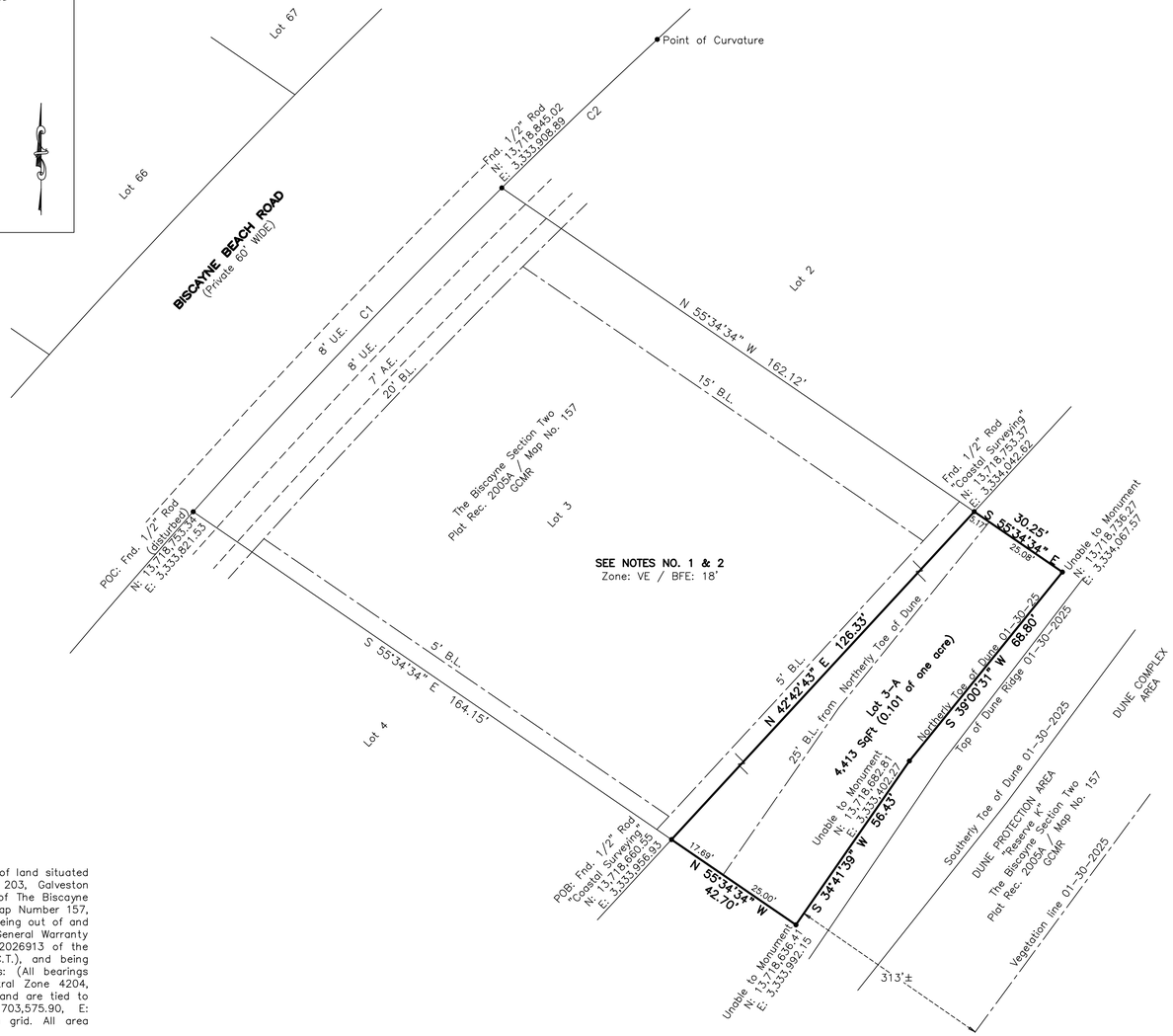
7-8-25
Date



VICINITY MAP
(not to scale)



ABRAHAM VAN NORDSTRAND SURVEY
ABSTRACT NO. 203



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2000.10'	126.66'	126.63'	N 43°37'17" E	3°37'42"
C2	2000.10'	60.86'	60.85'	N 46°18'26" E	1°44'36"

METES AND BOUNDS DESCRIPTION
4,413 Square Feet (0.101 of one acre)
ABRAHAM VAN NORDSTRAND SURVEY
ABSTRACT NUMBER 203
GALVESTON COUNTY, TEXAS

ALL that certain 4,413 square feet (0.101 of one acre) tract of land situated in the Abraham Van Nordstrand Survey, Abstract Number 203, Galveston County Texas, and being out of and a part of Reserve "K" of The Biscayne Section Two, a subdivision of record in Plat Record 2005A, Map Number 157, of the Galveston County Map Records (G.C.M.R.), and further being out of and a part of that same Reserve "K" (Tract 14) referenced in a General Warranty Deed to Biscayne Owners Association at Clerk's File No. 2022026913 of the Official Public Records of Galveston County Texas (O.P.R.G.C.T.), and being more particularly described by metes and bounds as follows: (All bearings based upon the Texas Coordinate System 1983, South Central Zone 4204, Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.90, E: 3,312,955.72) All coordinates shown hereon are reported in grid. All area quantities are reported in surface;

COMMENCING at a 1/2-inch iron rod (no cap) found in the southeasterly right-of-way (R.O.W.) line of Biscayne Beach Road (Private, 60 feet wide, Biscayne Beach Section Two) for the west corner of Lot 3 and the north corner of Lot 4 of The Biscayne Section Two (N:13,718,753.34; E:3,333,821.53);

THENCE, with the southwesterly line of said Lot 3 and the northeasterly line of said Lot 4, South 55 Degrees 34 Minutes 34 Seconds East, a distance of 164.15 feet to a 1/2-inch iron rod with plastic cap stamped "COASTAL SURVEYING" found for the south corner of said Lot 3, the east corner of said Lot 4, and the west corner and POINT OF BEGINNING of the herein described tract (N:13,718,660.55; E:3,333,956.93);

THENCE, with the southeasterly line of Lot 3 of The Biscayne Section Two, and the northwesterly line of said Reserve "K" and the herein described tract, North 42 Degrees 42 Minutes 43 Seconds East, a distance of 126.33 feet to a 1/2-inch iron rod with plastic cap stamped "COASTAL SURVEYING" found for the east corner of said Lot 3, the south corner of Lot 2 of The Biscayne Section Two, and the north corner of the herein described tract (N:13,718,753.37; E:3,334,042.62), from which a 1/2 inch iron rod (no cap) found for the west corner of Lot 2 and the north corner of Lot 3 bears North 55 Degrees 34 Minutes 34 Seconds West, a distance of 162.12 feet;

THENCE, through and across said Reserve "K", the following 4 courses:

1) With the southeasterly prolongation of the northeasterly line of Lot 3, South 55 Degrees 34 Minutes 34 Seconds East, a distance of 30.25 feet to a point for the east corner of the herein described tract (point falls in northerly toe of dune, unable to monument) (N:13,718,736.27; E:3,334,067.57);

2) South 39 Degrees 00 Minutes 31 Seconds West, a distance of 68.80 feet to an angle point of the herein described tract; (point falls in northerly toe of dune, unable to monument); (N:13,718,682.81; E:3,333,402.27)

3) South 34 Degrees 41 Minutes 39 Seconds West, a distance of 56.43 feet to a point in the southeasterly prolongation of the southwesterly line of Lot 3 for the south corner of the herein described tract; (point falls in northerly toe of dune, unable to monument); (N:13,718,636.41; E:3,333,992.15)

4) North 55 Degrees 34 Minutes 34 Seconds West, a distance of 42.70 feet to the POINT OF BEGINNING and containing 4,413 square feet (0.101 of one acre) of land.

GENERAL NOTES:

1) According to the FEMA FIRM Community Number 48167C, Panel No. 0315 G, effective date August 15, 2019, this property lies within Zone VE with a Base Flood Elevation of 18' (as measured to the lowest horizontal structural member).

2) This property does lie within an Otherwise Protected Area of the JOHN H. CHAFEE COASTAL BARRIER RESOURCES SYSTEM, Bolivar Peninsula Unit T03AP, per map 48-008B dated December 30, 2022, as established by United States Fish and Wildlife Service by and through the Coastal Barrier Resources Act (CBRA) of 1982. CBRA prohibits the sale of NFIP flood insurance in CBRS units for structures built or substantially improved on or after October 1, 1983, or the subsequent date that a CBRA zone was identified.

3) All bearings shown hereon are based upon the Texas Coordinate System of 1983, South Central Zone 4204, and are tied to NGS Mark "TXGM REF MON 2" (PID DR8251) (N: 13,703,575.9; E: 3,312,955.72).

4) Benchmark: TXGM REF MON 2 (PID DR 8251), the top of a 9/16-inch stainless steel rod driven into the ground and inside a 6-inch PVC pipe that is 42 feet long filled with grease that is encased in a 5-inch PVC pipe with Logo cap stamped TXGM-RM2 2022 situated at the Bolivar Ferry Visitors Area on the Bolivar Peninsula. Elevation: 4.3 feet, NAVD 1988. (N: 13,703,575.90; E: 3,312,955.72).

5) Lot subject to 25' B.L. off the northerly toe of dune (B.L.=Building Line.) unless otherwise noted.

6) This plat was prepared with benefit of City Planning Letter: South Land Title; File No: TP25107558, dated June 08, 2025.

SUBJECT TO THE FOLLOWING:

1) Restrictions:
Those recorded in/under Volume 2005A, Page 157, of the Official Public Records of Galveston County, Texas, and by instrument recorded in/under Clerk's File No(s). 2003046626, 2005081478, 2021090458, 2022005223, 2022005913, 2022039936, 2022076243, 2023003025, 2023003026, 2023023921, and 2024014361; but omitting
any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2) Easements:
Drainage easement 30 feet in width on each side of the center lines of all natural drainage courses as shown by the recorded plat of said subdivision.

Right-of-way granted to Bolivar Peninsula Water Supply Corporation, as set forth in instrument recorded in Volume 2025, Page 726, Volume 2025, Page 728 and Volume 2025, Page 730 of the Deed Records of Galveston County, Texas.

Terms, conditions and stipulations of Judgment rendered in suit styled "John L. Hill, Attorney General of the State of Texas, et al, vs. West Beach Encroachment, et al", Cause No. 108156, in the 122nd District Court of Galveston County, Texas, confirming the location of the public right of use and easement under the Texas Open Beaches Act with respect to the property and the prohibition of structures within the easement area and confirming the location of the boundary of subject property, as of October 20, 1975. Said easement and boundary are subject to change after such time because of subsequent changes in the location of the line of vegetation and mean high tide.

STATE OF TEXAS {}
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF GALVESTON {}

I, DWIGHT D. SULLIVAN, County Clerk, Galveston County, Texas, do hereby certify that the written instrument was filed for record in my office on

_____, 2025, at _____ O'clock, _____ M., and duly recorded on

_____, 2025, at _____ O'clock, _____ M., in Plat Record Instrument #

_____, Galveston County records.

Witness my hand and seal of office, at Galveston, Texas, the day and date last above written.

_____
DWIGHT D. SULLIVAN, County Clerk,
Galveston County, Texas

By_____,Deputy

_____

APPROVED FOR FILING, wherein Galveston County assumes no obligation for grading, drainage structures or surfacing of the streets or roads or making any other improvements in said subdivision.

_____
Mark A. Henry – County Judge

_____
Joe Giusti – Commissioner Precinct No. 2

The above subdivision titled THE BISCAYNE SECTION TWO PARTIAL REPLAT NO. 2 as mapped, approved by the Commissioners' Court of Galveston County, Texas, by order of _____, 2025.

By_____,Deputy

_____

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all existing rules and regulations of this office, as adopted by Commissioner's Court.

_____
Michael C. Shannon – County Engineer

This is to certify that I, Michael Hoover, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground, and that all block corners, angle points, and points of curve are or will be properly marked with permanent monuments and that this plat correctly represents that survey.

_____
Michael Hoover
Registered Professional Land Surveyor
Texas Registration No. 5423

STATE OF TEXAS { }
COUNTY OF GALVESTON { }

THE BISCAYNE OWNERS ASSOCIATION, acting by and through RICHARD WOODARD, it's President, hereinafter referred to as Owners of the 4,413 Square Feet (0.101 of one acre) tract described in the above and foregoing map of THE BISCAYNE SECTION TWO PARTIAL REPLAT NO. 2, do hereby make and establish said plat and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or five feet six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally and additional ten feet (10' 0") for ten feet (10' 0") back to back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back to back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. & A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling unites thereon and shall be restricted for same under the terms and conditions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road, alley or any drainage ditch, either directly or indirectly.

FURTHER Owners do hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes and labeled as Bulkhead Building Line and Wetland Building Line on the attached plat, giving Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such property abutting shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (18" diameter) with culverts and bridges to be provide for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owners certify and covenant that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioner's Court of Galveston County.

FURTHER, the Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

By: Biscayne Owners Association

By: _____
Richard Woodard
Its: President

STATE OF TEXAS {}

COUNTY OF _____ {}

BEFORE ME, the undersigned authority, on this day personally appeared Richard Woodard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

NOTICE:

It is the intent of this Replat that Lot 3 and "3-A", be permanently and perpetually conjoined, one with the other, and that henceforth and forever more Lot 3 and "3-A" will always be conveyed together.

Lot "3-A" created by this plat will have permanent access to Biscayne Beach Road (60 feet wide, The Biscayne, Section Two) over and across existing and corresponding Lot 3 of The Biscayne Section 2, Plat Record 2005A, Map Number 157, of the Galveston County Map Records.

SEACOAST
SURVEYORS
409-684-6400
975 West Lazy Lane / Crystal Beach,Texas 77650
Mailing: P.O. Box 2579/Crystal Beach Texas 77650
Texas Firm Registration No.: 10194703
www.seacoastsurveyors.com

THE BISCAYNE SECTION TWO PARTIAL REPLAT NO. 2

4,413 Square Feet (0.101 of one acre) situated
in the Abraham Van Nordstrand Survey,
Abstract No. 203
Galveston, County, Texas,
and being a Replat of a portion of
Reserve "K" of The Biscayne Section Two
Plat Record 2005A / Map No. 157 GCMR

1 Lot 1 Block

Reason for Replat; To create:

Lot 3-A, contiguous with Lot 3 of The Biscayne Section Two

Owner:
Biscayne Owners Association
18 Augusta Pines Drive
Suite 210-C
Spring, TX 77389

August 2025 SCALE: 1" = 20' 25-0308

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Request for waiver or refund of penalty and interest due to clerical errors as recommended by Penalty & Interest Review Committee submitted by the Tax Assessor/Collector

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 11:10 am

Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

July 2, 2025

Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met on June 10,2025. Based upon review of all available information, approval of the following waivers or refunds is requested due to clerical errors on the part of the Tax Office, an agent of the Tax Office, the Central Appraisal District or a mortgage company. Signed copies of the Committee Findings and Recommendation are included for your convenience.

Account	Property Owner	Tax Year	Amount of Waiver or Refund
195813	2600 Gulf One LLC	2024	$1,132.33 (R)
178821	Freesandsvr LLC	2024	$870.61 (W)
212697	Gandara, Joe & Crystal	2024	$3,332.26 (W)

Sincerely,

Cheryl E. Johnson, PCC, CTOP
By: Tristan Bell

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): 2600 Gulf One LLC

Account #(s): 195813

Date Considered: 6/10/2025 Tax Year in Question: 2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[ ] Error on part of CAD, GCTO or USPS (proper documentation provided)

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[✓] Other: Mortgage company error

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

PT 30 Findings and Recommendation Revised 05-06-2022

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Freesandsvr LLC

Account #(s): 178821

Date Considered: 6/10/2025 Tax Year in Question: 2024

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[✓] Error on part of CAD CTO or USPS (proper documentation provided)

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other: _____

Reviewers:

Cheryl E. Johnson
County Tax Assessor Collector

J. Bell
Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

PT 30 Findings and Recommendation Revised 05-06-2022

Office of Galveston County
Assessor & Collector
Property Tax Department
722 Moody, Galveston, Texas 77550
Telephone (409) 766-2481 ✪ Fax (409) 766-2479
Email: galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Gandara Joe & Crystal

Account #(s): 212697

Date Considered: 6/10/2025 Tax Year in Question: 2023

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

[ ] Error on part of CAD, GCTO or USPS (proper documentation provided)

[ ] No Provisions provided by the Texas Property Tax Code to grant waiver (including hardship)

[ ] Address of property was provided on deed and captured by CAD thus no provisions for customer error

[ ] Error made by customer when making online payment; no provisions

[ ] Other: Mortgage Company Failure.

Reviewers:

County Tax Assessor Collector

Chief Deputy Property Tax & Support Services

Mark Ciavaglia, Linebarger, et al

PT 30 Findings and Recommendation Revised 05-06-2022

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of request of tax refunds in excess of $2,500.00 submitted by the Tax Assessor/Collector

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 11:15 am

Cheryl E. Johnson, PCC, CTOP
Assessor and Collector of Taxes
County of Galveston
722 Moody Avenue, Galveston, Texas 77550
Toll Free (877) 766-2284 Fax: (409) 766-2479
Email: galcotax@co.galveston.tx.us

July 15, 2025

County Judge Mark Henry
722 Moody Ave.
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of 11 refunds totaling $65,397.23 as shown on the attached report. A complete detailed listing of accounts is included with the backup to support this request. Overpayments are indicated by "O" and duplicate payments "D".

Sincerely,

Cheryl E. Johnson, PCC, CTOP
By: Triston Belk

Attachments

TN536 SELECTION SEQUENCE 4882261 REFUNDS SELECTED REPORT
HELD OVERPAYMENT REFUNDS FROM: 07/01/2025 TO: 07/15/2025 MINIMUM DOLLAR AMOUNT: $2500
REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
104811	351000102010002		170070825GV	20250708			
2024 8001 HOLLEMAN WILLIAM MORGAN		TL	1	07/08/2025	60386701 PA	4,933.83	
CHECK PAYEE:HOLLEMAN WILLIAM MORGAN	ABST 628 M B MENARD SUR W 16-8 FT				CHECK TOTAL:	4,933.83	
701 PATTERSON STREET	LOT 10 & E 1/2 OF LOT 11 & S 1/2 O						
HOUSTON TX77007	ALLEY (2010-2) SW BLK 10 GALVESTON						
	OUTLOTS						
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
104811	351000102010002		170070825GV	20250708			
2024 8001 HOLLEMAN WILLIAM MORGAN		TL	1	07/08/2025	60386702 PA	2,775.49	
CHECK PAYEE:HOLLEMAN WILLIAM MORGAN	ABST 628 M B MENARD SUR W 16-8 FT				CHECK TOTAL:	2,775.49	
701 PATTERSON STREET	LOT 10 & E 1/2 OF LOT 11 & S 1/2 O						
HOUSTON TX77007	ALLEY (2010-2) SW BLK 10 GALVESTON						
	OUTLOTS						
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
106299	351000431012003		132070225GV	20250702			
2024 8001 IDIAQUEZ JOSE CARLOS		TL	1	07/02/2025	60374758 PA	5,950.95	
CHECK PAYEE:CARLOS TIRE SHOP LLC	ABST 628 M B MENARD SUR PT OF LOTS				CHECK TOTAL:	5,950.95	
4520 BROADWAY ST	13 (1012-3) NE BLK 43 GALVESTON OU						
GALVESTON TX77551							
FIDO # : 36506154							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
127709	638300001773000		148070125GV	20250701			
2024 8001 CARTER CLAY MARSHALL & REBEC		TL	1	07/01/2025	60371035 PA	8,835.93	
CHECK PAYEE:GUADALUPE BAY LLC	ABST 121 PAGE 15 LOT 1773 SEA ISLE				CHECK TOTAL:	8,835.93	
22020 GUADALUPE	EXTENSION						
GALVESTON TX77554							
FIDO # : 29908994							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							

ACCOUNT NUMBER / UNP TOT YEAR UNIT OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE# STAT	AMOUNT	REFUND REASON(S)
136646	257000120000004		169070925GV	20250709			
2024 8001 POPE BENJAMIN A		TL	1	07/09/2025	60390438 PA	4,598.00	
CHECK PAYEE:POPE BENJAMIN A		ABST 3 S F AUSTIN SUR PT OF BLK L			CHECK TOTAL:	4,598.00	
18534 WADE CREEK LN		(12-0-4) CLEAR CREEK SUB					
CYPRESS TX774334577							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
141643	528700000255000		132070725LB	20250707			
2024 8001 TERRASO MICHAEL & DOROTHY		TL	1	07/07/2025	60382303 PA	8,416.14	
CHECK PAYEE:STEVEN MIKAEL STREATER		ABST 7 S C BUNDICK SUR LOTS 255 &			CHECK TOTAL:	8,416.14	
255 BARRACUDA ST		NEW BAYOU VISTA ADDN NO 3					
HITCHCOCK TX77563							
FIDO # : 31034902							
TOTAL AMOUNT DUE FOR ACCOUNT 8,949.71							
NOTE:							
143500	713600000058000		165070225GV	20250702			
2024 8001 BABUKUTTY VARKEY V & ALEYAMM		TL	1	07/02/2025	60374061 PA	6,071.45	
CHECK PAYEE:BABUKUTTY VARKEY V & ALEYAMMA BABUKUTTY		ABST 7 S C BUNDICK SUR LOT 58 TIKI			CHECK TOTAL:	6,071.45	
5740 BRAESVALLEY DR		ISLAND SEC 2					
HOUSTON TX77096							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							
166630	541000710003000		951070125T	20250701			
2024 8001 OPENDOOR PROPERTY TRUST I DE		TL	1	07/01/2025	58110071 TR	2,856.69	
CHECK PAYEE:CARRINGTON MORTGAGE SERVICES LLC		ABST 19 PERRY & AUSTIN LOT 3 BLK 7			CHECK TOTAL:	2,856.69	
C/O CORELOGIC		HOLLOW 1 & IMPS					
3001 HACKBERRY ROAD							
IRVING TX75063							
FIDO # : 90012265							
TOTAL AMOUNT DUE FOR ACCOUNT .00							
NOTE:							

ACCOUNT NUMBER / UNP	TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
177465					327600040020000		169070925GV	20250709				
		2024	8001	WALZ MICHAEL ALBERT		TL	1	07/09/2025	60390296	PA	4,455.92	
CHECK PAYEE: SOUTH LAND TITLE CO						ABST 64 E FRANKS SUR LOTS 20 THRU			CHECK TOTAL:		4,455.92	
P O BOX 1472						BLK 4 FAGGARD SLIP UNRECORDED SUB						
CRYSTAL BEACH TX77650												

FIDO # : 00118439

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

219474					018900090000000		132070725GV	20250707				
		2024	8001	ARAN & FRANKLIN ENGINEERING		TL	1	07/07/2025	60385980	PA	11,212.72	
CHECK PAYEE: TARPON HUNTERS LLC						ABST 189 SA & MG RR SUR TR 9 1.105			CHECK TOTAL:		11,212.72	
PO BOX 100350												
#100												
SAN ANTONIO TX78201												

FIDO # : 36451156

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

TOTAL ALL ACCOUNTS	60,107.12
COUNT OF REFUND CHECKS	10

07/15/2025 13:57:50 TAX COLLECTION SYSTEM PAGE: 1
TN536 SELECTION SEQUENCE 4882256 REFUNDS SELECTED REPORT
OVERPAYMENT REFUNDS FROM: 03/19/2025 TO: 04/21/2025 MINIMUM DOLLAR AMOUNT: $2500
REFUNDS REPORTED FOR INSPECTION ONLY

ACCOUNT NUMBER UNP TOT	YEAR	UNIT	OWNER NAME	APPR DIST #	SUIT REC TYPE	DEPOSIT RECEIPT	DATE	REMITTANCE#	STAT	AMOUNT	REFUND REASON(S)
231537	2024	8001	ACOSTA MARTIN	379200140001005	TL	148031925GV	03/19/2025	59945029	PA	5,290.11	
						1	20250319				
CHECK PAYEE:1ST OPTION TITLE INC.					ABST 620 I & GN RR SUR SEC 25 PT O				CHECK TOTAL:	5,290.11	
2822 NORTH LOOP 1604 SUITE 116					1 (1-5) BLK 14 HALLS ADDN TO						
SAN ANTONIO TX78248					ALVIN						

FIDO # : 35385830

TOTAL AMOUNT DUE FOR ACCOUNT .00

NOTE:

TOTAL ALL ACCOUNTS	5,290.11
COUNT OF REFUND CHECKS	1

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*46.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Contract Approval Request Form

To Be Completed by Requesting Department (#1-21)

1) **Date of Request:** 7/14/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Professional Services**
5) **Department Contact: Diana Huallpa**
6) **Description:** Consideration of approval of an agreement with Vertosoft, LLC for the procurement of the OpenGov Budget Book software platform under cooperative contract DIR-CPO-5327, submitted by Professional Services.

7) **PEID No:**
8) **Req No:**
9) **Orgkey: 1101-151400**
10) **Object Code: 5414000 - Cloud Subscription Services**
11) **Vendor: OpenGov (Vertosoft, LLC)**
12) **Vendor Contract No: DIR-CPO-5327**

Expenditure Budget/Revenue Projections

13) **Fund Name: 1101**
14) **Fund #: 151400**
15) **Current Year Budgeted: $66,181.00**
16) **Current Year Projected: $66,181.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $66,181.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 7/23/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 7/22/2026
26) **Contract # Issued by Purchasing Department:**

NOTES: HB1295 requested

Approval History

Seq #	Approver	Action	Action Date
1	Diana Huallpa	Approve	7/14/25 11:44 am
2	Melissa Fleming	Approve	7/14/25 3:31 pm
3	Veronica Van Horn	Approve	7/15/25 9:53 am
4	Diana Huallpa	Approve	7/15/25 11:44 am
5	Sergio Cruz	Approve	7/15/25 11:59 am
6	Veronica Van Horn	Approve	7/15/25 12:10 pm

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

July 21, 2025

Honorable County Judge
Honorable County Commissioners' Court
Galveston County Courthouse
Galveston, Texas 77550

Re: Request to Utilize Cooperative Purchasing Agreement DIR-CPO-5327

Gentlemen:

The Commissioners' Court is respectfully requested to grant authorization for the Purchasing Agent to utilize a state of Texas-approved cooperative purchasing program as referenced in Texas Local Government Code, Section 271.102, Cooperative Purchasing Program. This authorization would allow procurement of OpenGov a digital budgeting solution for Professional Services, without adhering to the competitive bidding requirements specified in Chapter 262.023-Competitive Requirements.

The Purchasing Department has reviewed this request and recommends approval. Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Veronica Van Horn

Veronica Van Horn
Interim Purchasing Agent

Date: July 14, 2025

To: Veronica Van Horn, Interim Purchasing Agent

Tammy Dickey, Office Manager

From: Diana Huallpa, Chief Financial Officer DH

CC: Christian Monterrubio, Finance Manager

Subject: Request to Utilize Cooperative Contract – DIR-CPO-5327

Our office has received a formal quote from Vertosoft, LLC for the procurement of the OpenGov software platform, under contract DIR–CPO–5327. OpenGov is a comprehensive digital budgeting solution designed to support essential functions related to the development, management, and presentation of the annual budget. This acquisition will be made through a cooperative purchasing agreement, which permits us to proceed without engaging in a formal bidding process, in accordance with applicable procurement guidelines.

We intend to transition from our current vendor, ClearGov, to OpenGov, as the latter presents a more robust, efficient, and sustainable long-term solution. In compliance with ClearGov's cancellation policy, we have issued written notice more than 60 days in advance.

Furthermore, a significant benefit of the OpenGov platform is its capacity to integrate seamlessly with our existing ERP system. This integration is expected to streamline data transfer processes and enhance the overall efficiency of our budget book preparation.

The total quoted cost for the OpenGov solution is $66,181, which includes a one-time implementation fee of $46,690 (applicable in the first year only) and an annual recurring fee of $19,491.

Should you require any additional information or supporting documentation, please do not hesitate to contact our office.

Department of Information Resources

DIR-CPO-5327

Appendix A

Standard Contract Terms and Conditions

Cooperative Contracts

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The following terms and conditions shall govern the conduct of DIR and Successful Respondent during the term of the Contract.

1 CONTRACT SCOPE

Successful Respondent shall provide the products and/or services specified in the Contract for purchase by Customers. Terms used in this document shall have the meanings set forth below in Section 3 Definitions.

2 NO QUANTITY GUARANTEES

The Contract is not exclusive to Successful Respondent. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and/or services will be procured through the Contract.

3 DEFINITIONS

3.1 Compliance Check

An audit of Successful Respondent's compliance with the Contract which may be performed by a third-party auditor, DIR Internal Audit department, DIR contract management staff, or their designees.

3.2 Contract

The DIR Contract between DIR and Successful Respondent into which this Appendix A is incorporated.

3.3 CPA

Refers to the Texas Comptroller of Public Accounts.

3.4 Customer

Any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001:

A. A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
B. A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
C. Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

D. A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
E. A local workforce development board created under Section 2308.253, Texas Government Code;
F. A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
G. The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
H. A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
I. A nonprofit organization that provides affordable housing.

3.5 Business day

Shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

3.6 DIR

Refers to the Texas Department of Information Resources.

3.7 Effective Date

Refers to the effective date of the Contract as set forth therein.

3.8 Invoice

Refers to a Customer approved instrument submitted by Successful Respondent for payment of services.

3.9 Purchase Order

Refers to Customer's fiscal form or format, contract with Successful Respondent, or other document used by Customer to authorize the purchase of products or services from Successful Respondent under the Contract, including but not limited to a formal written purchase order, procurement card, electronic purchase order, or another authorized instrument.

3.10 State

Refers to the State of Texas.

3.11 Statement of Work (SOW)

Means a document entered into between Customer and Successful Respondent describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Successful Respondent is to provide Customer, issued pursuant to the Contract.

3.12 Subcontracting Plan

Refers to **Appendix B**, Successful Respondent's Historically Underutilized Business Subcontracting Plan.

3.13 Successful Respondent

Refers to the party identified as either "Successful Respondent" or "Vendor" in Section 1.1 of the Contract.

3.14 Third-Party Provider

Refers to an agent, affiliate, subcontractor, vendor, reseller, manufacturer, publisher, distributor, order fulfiller or other person or entity designated or directed by Successful Respondent to provide products or services to a Customer in performance of, related to, or in support of a Purchase Order issued under the Contract.

4 GENERAL PROVISIONS

4.1 Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and Successful Respondent. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

4.2 Modification of Contract Terms and/or Amendments

A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Successful Respondent.
B. DIR may amend the Contract upon thirty (30) calendar days written notice to Successful Respondent without the need for Successful Respondent's written consent: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
C. Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Successful Respondent may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.
D. Customer(s) and Successful Respondent will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract.

4.3 Invalid Term or Condition

A. To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a Contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United States law or regulation which conflicts with the Contract term or condition.
B. If one (1) or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent

jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

4.4 Assignment

A. DIR may assign the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
B. A Customer may assign a Purchase Order issued under the Contract without prior written approval to: i) a successor in interest (another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
C. Successful Respondent shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the DIR. Any attempted assignment in violation of this provision is void and without effect.

4.5 Survival

All applicable Statements of Work that were entered into between Successful Respondent and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Successful Respondent shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than three (3) years. In all instances of termination or expiration and no later than five (5) days after termination or expiration or upon DIR request, Successful Respondent shall provide a list, in accordance with the format requested by DIR (i.e., Excel, Word, etc.), of all surviving Statements of Work and Purchase Orders to the DIR Contract Manager and shall continue to report sales and pay the DIR Administrative Fees for the duration of all such surviving Statements of Work and Purchase Orders. Rights and obligations under the Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect.

4.6 Choice of Law

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. In any litigation where any state agency is a party, and subject to the requirements of Chapter 2260, Texas Government Code, the exclusive venue of any such suit arising under the Contract is fixed in the state courts of Travis County, Texas. If litigation does not involve any state agency, then venue is fixed in the state courts of the Texas county where the Customer is primarily situated, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. Regardless of any provision anywhere in the Contract, no state agency or other Customer in any manner waives any defense or immunity whatsoever.

4.7 Limitation of Authority

Successful Respondent shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in the Contract; no other authority,

power or use is granted or implied. Successful Respondent may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

4.8 Proof of Financial Stability

Either DIR or Customer may require Successful Respondent to provide proof of financial stability prior to or at any time during the Contract term.

4.9 Data Location

Regardless of any other provision of the Contract or its incorporated or referenced documents, all of the data for State of Texas Customers shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise; however, Successful Respondent shall notify DIR promptly after such request is made. For all Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. **NOTE**: CUSTOMERS SHOULD CONSIDER WHETHER THEY REQUIRE CONTIGUOUS US-ONLY DATA LOCATION AND HANDLING AND MAKE SUCCESSFUL RESPONDENT AWARE OF THEIR REQUIREMENTS.

4.10 Independent Contractor

SUCCESSFUL RESPONDENT AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THE CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT SUCCESSFUL RESPONDENT IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR, OR THE STATE OF TEXAS.

5 INTELLECTUAL PROPERTY MATTERS

5.1 Intellectual Property Matters Definitions

5.1.1 "Work Product"

Means any and all deliverables produced by Successful Respondent for Customer under a Statement of Work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Effective Date, including but not limited to any:

(i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, configurations, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works),

(ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin,

(iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how,

(iv) domain names,

(v) any copies, and similar or derivative works to any of the foregoing,

(vi) all documentation and materials related to any of the foregoing,

(vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and

(viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with the Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit:

a. by any Successful Respondent personnel or Customer personnel, or

b. any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.1.2 "Intellectual Property Rights"

Means the worldwide legal rights or interests, including but not limited to all United States and foreign patents, copyrights, trademarks, service marks, trade secrets, moral rights, author's rights, reversionary rights, and any and all other intellectual property or similar rights, evidenced by or embodied in:

i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how;

ii) any work of authorship, including any copyrights, moral rights or neighboring rights;

iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin;

iv) domain name registrations; and

v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

5.1.3 "Third Party IP"

Means the Intellectual Property Rights of any third party that is not a party to the Contract or a Purchase Order or Statement of Work issued under the Contract, and that is not directly or indirectly providing any goods or services to Customer under the Contract or a Purchase Order or Statement of Work issued under the Contract.

5.1.4 "Successful Respondent IP"

Shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Successful Respondent:

i) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the services or Work Product, or

ii) after the Effective Date if such tangible or intangible items or things were independently developed by Successful Respondent outside Successful Respondent's provision of services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Successful Respondent or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Successful Respondent or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5.2 Ownership

As between Successful Respondent and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Successful Respondent. Successful Respondent specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Successful Respondent hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title, and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Successful Respondent acknowledges that Successful Respondent and Customer do not intend Successful Respondent to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Successful Respondent, to all Successful Respondent materials, premises, and computer files containing the Work Product. Successful Respondent and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Successful Respondent.

5.3 Further Actions

Successful Respondent, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Successful Respondent's signature due to the dissolution of Successful Respondent or Successful Respondent's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Successful Respondent hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Successful Respondent's agent and Successful Respondent's attorney-in-fact to act for and in Successful Respondent's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Successful Respondent, provided however that no such grant of right to Customer is applicable if Successful Respondent fails to execute any document due to a good faith dispute by Successful Respondent with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Successful Respondent shall

cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

5.4 Waiver of Moral Rights

Successful Respondent hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Successful Respondent may now have or which may accrue to Successful Respondent's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Successful Respondent acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

5.5 Confidentiality

All documents, information and materials forwarded to Successful Respondent by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Successful Respondent under Section 5.8 Successful Respondent License to Use. Hereunder, Successful Respondent shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

5.6 Injunctive Relief

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Successful Respondent acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of the Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

5.7 Return of Materials Pertaining to Work Product

Upon the request of Customer, but in any event upon termination or expiration of the Contract, or a Statement of Work, Successful Respondent shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Successful Respondent or furnished by Customer to Successful Respondent, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This Section is intended to apply to all Work Product as well as to all documents and things furnished to Successful Respondent by Customer or by anyone else that pertain to the Work Product.

5.8 Successful Respondent License to Use

Customer hereby grants to Successful Respondent a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the services to Customer. Except as provided in this Section, neither Successful Respondent nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

5.9 Third-Party Underlying and Derivative Works

A. To the extent that any Successful Respondent IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, Successful Respondent hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to
   i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Successful Respondent IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and
   ii) authorize others to do any or all of the foregoing. Successful Respondent agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party IP.

B. On request, Successful Respondent shall provide Customer with documentation indicating a third party's written approval for Successful Respondent to use any Third Party IP that may be embodied or reflected in the Work Product.

5.10 Agreement with Third Party Providers

Successful Respondent agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any Third Party Providers, prior to their providing such services or Work Product pursuant to the Contract, and that Successful Respondent shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Successful Respondent. Copies of such agreements shall be provided to the Customer promptly upon request.

5.11 License to Customer

Successful Respondent grants to Customer, at no additional charge, a world-wide, non-exclusive, perpetual, irrevocable, royalty free right and license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Successful Respondent IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Successful Respondent IP remain in Successful Respondent.

5.12 Successful Respondent Development Rights

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in the Contract shall preclude Successful Respondent from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Successful Respondent wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Successful Respondent and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6 TERMS AND CONDITIONS APPLICABLE TO STATE AGENCY PURCHASES ONLY

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations. Successful Respondent hereby represents, certifies, and warrants that it and its products and services comply with all relevant accessibility laws and standards.

i) Upon request, and prior to a DIR Customer purchase, Successful Respondent must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product/service since the time of the original document completion.

ii) If Successful Respondent claims that a proposed product or family of products is exempt from accessibility requirements, it must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

iii) Upon request, and prior to a DIR customer purchase for IT development services, Successful Respondent must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request (VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Successful Respondent's capability or ability to produce accessible electronic and information resources.

iv) Additionally, Successful Respondent must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to

planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

v) Upon request, and prior to a Customer purchase for COTS products, or IT development services, Successful Respondent must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

vi) Also upon request, Successful Respondent must provide additional documentation that supports the information contained in the aforementioned completed forms. Examples may include but are not limited to: executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

i) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

ii) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

iii) Successful Respondent agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Section.

7 CONTRACT FULFILLMENT AND PROMOTION

7.1 Service, Sales and Support of the Contract

Successful Respondent shall provide service, sales, and support resources to serve all Customers. It is the responsibility of Successful Respondent to sell, market, and promote products and services available under the Contract. Successful Respondent shall use best efforts to ensure that potential Customers are made aware of the existence of the Contract. All contracts for and sales to Customers for products and services available under the Contract shall be in accordance with the Contract.

7.2 Internet Access to Contract and Pricing Information

A. Successful Respondent Webpage

Within thirty (30) calendar days from the Effective Date, Successful Respondent will establish and maintain a webpage specific to the services awarded under the Contract that is clearly distinguishable from other, non-DIR Contract offerings on Successful Respondent's website. Successful Respondent must use a web hosting service that provides a dedicated internet protocol (IP) address. Successful Respondent's website must have a Secure Sockets Layer (SSL) certificate and Customers must access Successful Respondent's website using Hyper Text Transfer Protocol Secure (HTTPS) and it will encrypt all communication between Customer browser and website. The webpage must include:

i) a list with description of products and/or services awarded;
ii) Successful Respondent contact information (name, telephone number and email address);
iii) instructions for obtaining quotes and placing Purchase Orders;
iv) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
v) a link to the DIR "Cooperative Contracts" webpage;
vi) the DIR logo in accordance with the requirements of Section 7.9; and
vii) any other information that the Contract indicates is required to be included on the webpage.

B. If Successful Respondent does not meet the webpage requirements listed above, DIR may cancel the Contract without penalty.

7.3 Accurate and Timely Contract Information

Successful Respondent warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained, and displayed in an objective and timely manner. Successful Respondent, at its own expense, shall correct any non-conforming or inaccurate information posted at Successful Respondent's website within ten (10) business days after written notification by DIR.

7.4 Webpage Compliance Checks

Periodic Compliance Checks of the information posted for the Contract on Successful Respondent's website will be conducted by DIR. Upon request by DIR, Successful Respondent shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

7.5 Webpage Changes

Successful Respondent hereby consents to a link from the DIR website to Successful Respondent's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Successful Respondent with subsequent notice of link suspension, termination or removal. Successful Respondent shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

7.6 Use of Access Data Prohibited

If Successful Respondent stores, collects, or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Successful Respondent for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Successful Respondent shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

7.7 Responsibility for Content

Successful Respondent is solely responsible for administration, content, intellectual property rights, and all materials at Successful Respondent's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

7.8 Services Warranty and Return Policies

Successful Respondent will adhere to Successful Respondent's then-currently published policies concerning product and service warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated customers for like products and services.

7.9 DIR and Customer Logos

Successful Respondent may use a Customer's logo only upon prior written approval of such Customer. Successful Respondent may use the DIR logo in the promotion of the Contract to Customers with the following stipulations:

A. the logo may not be modified in any way,
B. when displayed, the size of the DIR logo must be equal to or smaller than Successful Respondent's logo,
C. the DIR logo is only used to communicate the availability of services under the Contract to Customers, and
D. any other use of the DIR logo requires prior written permission from DIR.

7.10 Successful Respondent Logo

If DIR receives Successful Respondent's prior written approval, DIR may use Successful Respondent's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logo may be on the DIR website or on printed materials. Any use of Successful Respondent's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Successful Respondent's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Successful Respondent.

7.11 Trade Show Participation

At DIR's discretion, Successful Respondent may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Successful Respondent understands and agrees that participation, at Successful Respondent's expense, includes providing a manned booth display or similar presence. DIR will provide four (4) months advance notice of any required participation. Successful Respondent must display the DIR logo at all trade shows that potential Customers will attend. DIR

reserves the right to approve or disapprove of the location or the use of the DIR logo in or on Successful Respondent's booth.

7.12 Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Successful Respondent will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include administrative requirements for reporting and administrative fee payments. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.13 Performance Review Meetings

Successful Respondent shall attend periodic meetings to review Successful Respondent's performance under the Contract at DIR's request. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and Successful Respondent or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of Successful Respondent for attendance at the meeting.

7.14 DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Successful Respondent shall provide DIR with a detailed report of a representative sample of products or services sold under the Contract. The report shall contain: product or service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR Customers can procure the products or services.

8 PURCHASE ORDERS, INVOICES, AND PAYMENTS

8.1 Purchase Orders

All Customer Purchase Orders will be placed directly with Successful Respondent. Accurate Purchase Orders shall be effective and binding upon Successful Respondent when accepted by Successful Respondent.

8.2 Invoices

A. Invoices shall be submitted by Successful Respondent directly to Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.
B. Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices, and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the products and services by the Customer.
C. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

8.3 Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Successful Respondent. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Successful Respondent will agree to acceptable terms.

8.4 Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under the Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under the Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Successful Respondent upon request.

8.5 Travel Expense Reimbursement

Pricing for services provided under the Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

9 CONTRACT ADMINISTRATION

9.1 Contract Managers

DIR and Successful Respondent will each provide a contract manager ("Contract Manager") to support the Contract (respectively, the "DIR Contract Manager" and "Successful Respondent Contract Manager"). Information regarding each Contract Manager will be posted on the internet website designated for the Contract. DIR reserves the right to require a change in Successful Respondent Contract Manager if Successful Respondent Contract Manager is not, in the sole opinion of DIR, adequately serving the needs of the State.

9.1.1 DIR Contract Manager

The DIR Contract Manager's duties include but are not limited to:

A. monitoring compliance and management of the Contract,
B. advising DIR of Successful Respondent's performance under the Contract, and
C. periodic verification of pricing and monthly reports submitted by Successful Respondent.

9.1.2 Successful Respondent Contract Manager

Successful Respondent Contract Manager's duties shall include but are not limited to:

A. supporting the marketing and management of the Contract,
B. facilitating dispute resolution between Successful Respondent and Customers, and
C. advising DIR of Successful Respondent's performance under the Contract.

9.2 Reporting and Administrative Fees

9.2.1 Reporting Responsibility

A. Each month, Successful Respondent shall report all products and services purchased under the Contract. Successful Respondent shall file monthly reports to include monthly sales reports, subcontract reports, and pay the DIR Administrative Fees in accordance with the due dates specified in this Section.
B. DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this Section, including but not limited to, Compliance Checks of Successful Respondent's applicable Contract books. Successful Respondent will provide all required documentation at no cost.

9.2.2 Detailed Monthly Report

A. Using the Vendor Sales Report (VSR) portal, Successful Respondent shall provide DIR with a monthly report in the format required by DIR detailing sales activity under the Contract for the previous month period. This included months in which there are no sales. Reports may be submitted between the first (1st) and the fifteenth (15th) of each month and are due no later than the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. Per transaction, the monthly report shall include, at a minimum,: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated DIR Administrative Fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to Successful Respondent for correction in accordance with this Section.
B. Successful Respondent shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in Contract termination.

9.2.3 Historically Underutilized Businesses Subcontract Reports

A. Successful Respondent shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.
B. Reports shall be due in accordance with the CPA rules.

9.2.4 DIR Administrative Fee

A. The DIR Administrative Fee shall be paid by Successful Respondent to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review monthly sales reports, close the sales period, and notify Successful Respondent of the amount of the DIR Administrative Fee no later than the fourteenth (14th) calendar day of the month following the date of the reported sale. Successful Respondent shall pay the amount of the DIR Administrative Fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Successful Respondent reports January sales no later than February 15th; DIR closes January sales and notifies Successful Respondent of the amount of the DIR Administrative Fee by March 14th; Successful Respondent submits payment of the DIR Administrative Fee for January sales by March 25th.

B. DIR may change the amount of the DIR Administrative Fee upon thirty (30) calendar days written notice to Successful Respondent without the need for an amendment to the Contract.

C. To preserve the DIR Administrative Fee in place at the time of the sale of product or service, the calculation of the DIR Administrative Fee is based on the Purchase Order date for each sale.

D. Successful Respondent shall reference the Contract number, reporting period, and DIR Administrative Fee amount on any remittance instruments.

9.2.5 Accurate and Timely Submission of Reports

A. Successful Respondent shall submit reports and DIR Administrative Fee payments accurately and timely in accordance with the due dates specified in this Section. Successful Respondent shall correct any inaccurate reports or DIR Administrative Fee payments within three (3) business days upon written notification by DIR. Successful Respondent shall deliver any late reports or late DIR Administrative Fee payments within three (3) business days upon written notification by DIR. If Successful Respondent is unable to correct inaccurate reports or DIR Administrative Fee payments or deliver late reports and DIR Administrative Fee payments within three (3) business days, Successful Respondent shall contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

B. Should Successful Respondent fail to correct inaccurate reports or cure the delay in timely and accurate delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right at DIR's expense to require an independent third-party audit of Successful Respondent's records as specified in Section 9.3 Records and Audit. DIR will select the auditor (and all payments to auditor will require DIR approval).

C. Failure to timely submit three (3) reports or DIR Administrative Fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Successful Respondent's Contract.

9.3 Records and Audit

A. Acceptance of funds under the Contract by Successful Respondent acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Successful Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Successful Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Successful Respondent and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a vendor 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.

B. Successful Respondent shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract, whichever is later. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

C. Successful Respondent shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the Compliance Checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking, and/or copying such books and records.

D. Successful Respondent shall provide copies and printouts requested by DIR without charge. DIR shall use best efforts to provide Successful Respondent ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Successful Respondent's records. Successful Respondent's records, whether paper or electronic, shall be made available during regular office hours. Successful Respondent personnel familiar with Successful Respondent's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Successful Respondent shall provide adequate office space to DIR staff during the performance of Compliance Check. If Successful Respondent is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Successful Respondent must pay within thirty (30) calendar days of receipt.

E. For procuring State Agencies whose payments are processed by the CPA, the volume of payments made to Successful Respondent through the CPA and the administrative fee based thereon shall be presumed correct unless Successful Respondent can demonstrate to DIR's satisfaction that Successful Respondent's calculation of DIR's administrative fee is correct.

9.4 Contract Administration Notification

A. Prior to execution of the Contract, Successful Respondent shall provide DIR with written notification of the following:
   i) Successful Respondent Contract Manager's name and contact information,
   ii) Successful Respondent sales representative name and contact information, and
   iii) name and contact information of Successful Respondent personnel responsible for submitting reports and payment of DIR Administrative Fees.

B. Upon execution of the Contract, DIR shall provide Successful Respondent with written notification of the DIR Contract Manager's name and contact information.

10 SUCCESSFUL RESPONDENT RESPONSIBILITIES

10.1 Indemnification

10.1.1 Indemnities by Successful Respondent

A. Successful Respondent shall defend, indemnify, and hold harmless DIR, the State of Texas, and Customers, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUCCESSORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, resulting from, or related to:
   i) any acts or omissions of Successful Respondent, its employees, or Third Party Providers in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   ii) any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights (an "Infringement") in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract;
   iii) any breach, disclosure, or exposure of data or information of or regarding DIR or any Customer that is provided to or obtained by Successful Respondent in connection with the Contract, including DIR data, Customer data, confidential information of DIR or Customer, any personal identifying information, or any other protected or regulated data by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract; and
   iv) tax liability, unemployment insurance or workers' compensation or expectations of benefits by Successful Respondent, its employees, representatives, agents, or subcontractors in or in connection with the execution or performance of the Contract and any Purchase Orders issued under the Contract.

B. THE DEFENSE SHALL BE COORDINATED BY SUCCESSFUL RESPONDENT WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED

DEFENDANTS IN ANY LAWSUIT AND SUCCESSFUL RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. FOR NON-STATE AGENCY CUSTOMERS, THE DEFENSE SHALL BE COORDINATED BY CUSTOMER'S LEGAL COUNSEL. SUCCESSFUL RESPONDENT AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER AND TO DIR OF ANY SUCH CLAIM.

10.1.2 Infringements

If Successful Respondent becomes aware of an actual or potential claim of an Infringement, or Customer provides Successful Respondent with notice of an actual or potential claim of an Infringement, Successful Respondent may (or in the case of an injunction against Customer, shall), at Successful Respondent's sole expense: (i) procure for Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

10.2 **Property Damage**

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF SUCCESSFUL RESPONDENT, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, SUCCESSFUL RESPONDENT SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY SUCCESSFUL RESPONDENT NINETY (90) CALENDAR DAYS AFTER THE DATE OF SUCCESSFUL RESPONDENT'S RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

10.3 **Taxes/Worker's Compensation/Unemployment Insurance**

Successful Respondent agrees and acknowledges that during the existence of the Contract, Successful Respondent shall be entirely responsible for the liability and payment of Successful Respondent's and its employees' taxes of whatever kind, arising out of the performances in the Contract. Successful Respondent agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Successful Respondent agrees and acknowledges that Successful Respondent and its employees, representatives, agents, and subcontractors shall not be entitled to any state benefit or benefit of another governmental entity Customer. Customer, DIR, and/or the State shall not be liable to Successful Respondent, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity Customer.

10.4 Successful Respondent Certifications

A. Successful Respondent represents and warrants that, in accordance with Section 2155.005, Texas Government Code, neither Successful Respondent nor the firm, corporation, partnership, or institution represented by Successful Respondent, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Successful Respondent.

B. Successful Respondent hereby certifies, represents, and warrants, on behalf of Successful Respondent that:

i) it has not given, offered to give, and do not 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 in connection with the Contract;

ii) it is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under Section 231.006, Texas Family Code, and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

iv) it has not received payment from DIR or any of its employees for participating in the preparation of the Contract;

v) under Section 2155.004, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

vi) to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Successful Respondent, which if determined adversely to Successful Respondent, will have a material adverse effect on the ability to fulfill its obligations under the Contract;

vii) Successful Respondent and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration, nor is Successful Respondent subject to any Federal Executive Orders issued banning certain entities or countries.

viii) as of the Effective Date, it is not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

ix) in the performance of the Contract, Successful Respondent shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Section 2155.4441, Texas Government Code;

x) all equipment and materials to be used in fulfilling the requirements of the Contract are of high-quality and consistent with or better than applicable industry standards, if any. All works and services performed pursuant to the Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

xi) to the extent Successful Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Successful Respondent is otherwise owed under the Contract may be applied toward any debt Successful Respondent owes the State of Texas until the debt is paid in full;

xii) it is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

xiii) the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that Successful Respondent will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify Successful Respondent shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

xiv) under Section 2155.006 and Section 2261.053, Texas Government Code, it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xv) it has complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Successful Respondent acknowledges the applicability of Section 2155.444 and Section 2155.4441, Texas Government Code, in fulfilling the terms of the Contract;

xvi) Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Section 556.005 or Section 556.008, Texas Government Code;

xvii) in accordance with Section 2271.002, Texas Government Code, by signature hereon, Successful Respondent does not boycott Israel and will not boycott Israel during the term of the Contract;

xviii) in accordance with Section 2155.0061, Texas Government Code, the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate;

xix) in accordance with Section 2252.152, Texas Government Code, it is not identified on a list prepared and maintained under Section 2270.0201 (previously 806.051) or Section 2252.153, Texas Government Code;

xx) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract;

xxi) if Successful Respondent is required to make a verification pursuant to Section 2274.002, Texas Government Code, Successful Respondent verifies that it (A) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (B) will not discriminate during the term of the contract against a firearm entity or firearm trade association;

xxii) under Section 161.0085, Texas Health and Safety Code, Successful Respondent is not ineligible to receive the Contract;

xxiii) if Successful Respondent is required to make a certification pursuant to Section 2274.0101, Texas Government Code, (A) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Respondent is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (B) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not owned by or the majority of stock or other ownership interest of Successful Respondent is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (C) Successful Respondent, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Successful Respondent, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure;

xxiv) if the services to be provided under a Purchase Order include cloud computing services, Successful Respondent shall comply with the requirements of the Texas Risk and Authorization Management Program ("TX-RAMP"), as provided by 1 TAC §§ 202.27 and 202.77, and the TX-RAMP Program Manual ("Program Manual"). Successful Respondent shall maintain program compliance and certification throughout the term of such Purchase Order, including providing all quarterly and ongoing documentation required by the Program Manual and any other continuous monitoring documentation or artifacts required by the Customer issuing such Purchase Order. Upon request from DIR or the Customer issuing such Purchase Order, Successful Respondent shall provide all documents and information necessary to demonstrate Successful Respondent's compliance with TX-RAMP; and

xxv) all information provided by Successful Respondent is current, accurate, and complete.

C. During the term of the Contract, Successful Respondent shall promptly disclose to DIR all changes that occur to the foregoing certifications, representations, and warranties. Successful Respondent covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations, and warranties and any changes thereto.

D. In addition, Successful Respondent understands and agrees that if Successful Respondent responds to certain Customer pricing requests, then, in order to contract with the Customer, Successful Respondent may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

10.5 Ability to Conduct Business in Texas

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9. Upon request by DIR, Successful Respondent shall provide all

documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the validity of Successful Respondent's existence under the laws of its state of organization.

10.6 Equal Opportunity Compliance

Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State of Texas in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Successful Respondent agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Successful Respondent under the Contract. If Successful Respondent is found to be not in compliance with these requirements during the term of the Contract, Successful Respondent agrees to take appropriate steps to correct these deficiencies. Upon request, Successful Respondent will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

10.7 Use of Subcontractors

If Successful Respondent uses any subcontractors in the performance of the Contract, Successful Respondent must make a good faith effort in the submission of its HUB Subcontracting Plan (HSP) in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can engage additional subcontractors in the performance of the Contract. A revised HSP approved by DIR's HUB Office shall be required before Successful Respondent can remove subcontractors currently engaged in the performance of the Contract. Successful Respondent shall remain solely responsible for the performance of its obligations under the Contract.

10.8 Responsibility for Actions

A. Successful Respondent is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Successful Respondent nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.
B. Successful Respondent, for itself and on behalf of its subcontractors, shall report to the DIR Contract Manager within five (5) business days any change to the information contained in the Certification Statement of **Exhibit A** of the RFO or Section 10.4, Successful Respondent Certifications of this Appendix A to the Contract. Successful Respondent covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

10.9 Confidentiality

A. Successful Respondent acknowledges that DIR and Customers that are governmental bodies as defined by Section 552.003, Texas Government Code, are subject to the Texas Public Information Act. Successful Respondent also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

B. Under the terms of the Contract, DIR may provide Successful Respondent with information related to Customers. Successful Respondent shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

10.10 Security of Premises, Equipment, Data and Personnel

A. Successful Respondent or Third-Party Providers may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, information, files, and materials belonging to a Customer. Successful Respondent and Third-Party Providers shall preserve the safety, security, and the integrity of such personnel, premises, equipment, and other property, including data, information, files, and materials belonging to Customer, in accordance with the instruction of Customer and to the degree in which Successful Respondent or such Third-Party Provider protects its own information. Successful Respondent shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by Successful Respondent or a Third-Party Provider. If Successful Respondent or Third-Party Provider fails to comply with Customer's security requirements, then Customer may immediately terminate the Purchase Order and related Service Agreement.

B. If a Purchase Order is subject to Section 2054.138, Texas Government Code, Successful Respondent shall meet the security controls required by such Purchase Order, and shall periodically provide to the Customer evidence that Successful Respondent meets such required security controls.

10.11 Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of Successful Respondent's employees and Third-Party Providers who will be providing services to the Customer under the Contract may be performed by the Customer or the Customer may require that Successful Respondent conduct such background checks. Should any employee or Third-Party Provider of Successful Respondent who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or Third-Party Provider in question.

10.12 Limitation of Liability

A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.

B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.

C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily

injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

10.13 Overcharges

Successful Respondent hereby assigns to DIR any and all of its claims for overcharges associated with the Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

10.14 Prohibited Conduct

Successful Respondent represents and warrants that, to the best of its knowledge as of the date of this certification, neither Successful Respondent nor any subcontractor, firm, corporation, partnership, or institution represented by Successful Respondent, nor anyone acting for Successful Respondent or such subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the RFO directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

10.15 Required Insurance Coverage

A. As a condition of the Contract, Successful Respondent shall provide the listed insurance coverage within five (5) business days of execution of the Contract if Successful Respondent is awarded services which require that Successful Respondent's employees perform work at any Customer premises or use vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, Successful Respondent shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to such Customer within five (5) business days following the execution of the Purchase Order. Successful Respondent may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. If Successful Respondent's services under the Contract will not require Successful Respondent to perform work on Customer premises, or to use vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Successful Respondent may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the Certification of Off-Premise Customer Services in the form provided by DIR, which shall serve to meet the insurance requirements.

B. All required insurance must be issued by companies that have an A rating and a minimum Financial Size Category Class of VII from AM Best, and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as additional insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Successful Respondent thereunder. The minimum acceptable insurance provisions are as follows:

10.15.1 Commercial General Liability

Commercial General Liability must include $1,000,000.00 per occurrence for Bodily Injury and Property Damage with a separate aggregate limit of $2,000,000.00; Medical Expenses per person of $5,000.00; Personal Injury and Advertising Liability of $1,000,000.00; Products/Completed Operations aggregate Limit of $2,000,000.00 and Damage to Premises Rented: $50,000.00. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

A. Blanket contractual liability coverage for liability assumed under the Contract;
B. Independent Contractor coverage;
C. State of Texas, DIR, and Customer listed as an additional insured; and
D. Waiver of Subrogation.

10.15.2 Workers' Compensation Insurance

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Title 5, Subtitle A, Texas Labor Code) and minimum policy limits for Employers' Liability of $1,000,000 per accident, $1,000,000 disease PER EMPLOYEE and $1,000,000 per disease POLICY LIMIT.

10.15.3 Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned, and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

A. Waiver of subrogation;
B. Additional insured.

10.16 **Use of State Property**

Successful Respondent is prohibited from using a Customer's equipment, location, or any other resources of a Customer, DIR, or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Successful Respondent using a Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Successful Respondent to such Customer immediately upon demand by such Customer. Such use shall constitute breach of contract and may result in termination of the Contract, the Purchase Order, and other remedies available to DIR and Customer under the Contract and applicable law.

10.17 **Immigration**

A. Successful Respondent shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under the Contract.
B. Pursuant to Chapter 673, Texas Government Code, Successful Respondent shall, as a condition of the Contract, also comply with the United States Department of Homeland Security's E-Verify system to determine the eligibility of:

i) all persons 1) to whom the E-Verify system applies, and 2) who are hired by Successful Respondent during the term of the Contract to perform duties within Texas; and

ii) all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of the Contract and assigned by the subcontractor to perform work pursuant to the Contract.

C. Successful Respondent shall require its subcontractors to comply with the requirements of this Section and Successful Respondent is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Successful Respondent and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

10.18 Public Disclosure

No public disclosures or news releases pertaining to the Contract shall be made by Successful Respondent without prior written approval of DIR.

10.19 Product and/or Services Substitutions

Substitutions are not permitted without the prior written consent of DIR or Customer.

10.20 Secure Erasure of Hard Disk Managed Services Products and/or Services

Successful Respondent agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase, destroy, or render unreadable data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Purchase Order for such products and/or services, in accordance with 1 TAC 202 or NIST 800-88.

10.21 Deceptive Trade Practices; Unfair Business Practices

A. Successful Respondent represents and warrants that neither Successful Respondent nor any of its subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

B. Successful Respondent certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

10.22 Drug Free Workplace Policy

Successful Respondent shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 280, Subpart F182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

10.23 Public Information

A. Pursuant to Section 2252.907, Texas Government Code, Successful Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

B. Each State government entity should supplement the provision set forth in Section A, above, with the additional terms agreed upon by the parties regarding the specific format by which Successful Respondent is required to make the information accessible by the public.

C. Successful Respondent represents and warrants that it will comply with the requirements of Section 552.372(a), Texas Government Code, where applicable. Except as provided by Section 552.374(c), Texas Government Code, the requirements of Subsection J, Chapter 552, Texas Government Code, may apply to the Contract or certain Purchase Orders, and Successful Respondent agrees that the Contract or such Purchase Orders can be terminated if Successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

10.24 Successful Respondent Reporting Requirements

Successful Respondent shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109, requiring computer technicians to report images of child pornography.

10.25 Cybersecurity Training

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Successful Respondent, or a subcontractor, officer, or employee of Successful Respondent, will have access to a state computer system or database, then Successful Respondent shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency or institution of higher education. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the Contract and during any renewal period. Successful Respondent shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11 CONTRACT ENFORCEMENT

11.1 Enforcement of Contract and Dispute Resolution

A. Successful Respondent and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, (iii) except as provided in Sec. 2251.051 Texas Government Code, Successful Respondent shall continue performance while the dispute is being resolved, and (iv) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

B. Disputes arising between a Customer and Successful Respondent shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with the above. DIR shall not be a party to any such dispute unless DIR, Customer, and Successful Respondent agree in writing.

C. State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.00.

11.2 Termination

11.2.1 Termination for Non-Appropriation

11.2.1.1 Termination for Non-Appropriation by Customer

Customers may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided ten (10) calendar days written notice of intent to terminate. In the event of such termination, Customer will not be in default or breach under the Purchase Order or the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.1.2 Termination for Non-Appropriation by DIR

DIR may terminate the Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Successful Respondent will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be in default or breach under the Contract, nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

11.2.2 Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Successful Respondent becomes listed on the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Successful Respondent becomes suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration; or (iii) Successful Respondent is found by DIR to be ineligible to hold the Contract under Subsection (b) of Section 2155.006, Texas Government Code. Successful Respondent shall be provided written notice in accordance with Section 14.1, Notices, of intent to terminate.

11.2.3 Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days' written notice.

11.2.4 Termination for Cause

11.2.4.1 Contract

Either DIR or Successful Respondent may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, certification, representation, warranty, or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

11.2.4.2 Purchase Order

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

11.2.5 Immediate Termination or Suspension

DIR may immediately suspend or terminate the Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Successful Respondent (whether or not such potential violations directly impact the provision of goods or services under the Contract). In such case, Successful Respondent may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to Successful Respondent within five (5) business days after the suspension or termination. Successful Respondent may provide a response and request an opportunity to present its position. DIR or Customer will review Successful Respondent's presentation but is under no obligation to provide formal response.

11.2.6 Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and any Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract in accordance with Section 4.5.

11.2.7 Successful Respondent Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay all amounts due for products or services ordered prior to the effective expiration or termination date and ultimately accepted.

11.3 Force Majeure

DIR, Customer, or Successful Respondent may be excused from performance under the Contract or a Purchase Order for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order (each such event, an "Event of Force Majeure"), provided that the party experiencing such Event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration or impact of the Event of Force Majeure. The party suffering an Event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this Section, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by such Customer that Successful Respondent will not be able to deliver services in a timely manner to meet the business needs of such Customer.

12 NON-SOLICITATION OF STATE EMPLOYEES

Successful Respondent shall not solicit, directly or indirectly, any employee of DIR who is associated with the Contract for a period of ninety (90) calendar days following the expiration or termination of the Contract. Further, Successful Respondent shall not solicit, directly or indirectly, any employee of a Customer who is associated with a Purchase Order for a period of ninety (90) calendar days following the expiration or termination of such Purchase Order.

13 WARRANTY

Customers may provide written notice to Successful Respondent of errors, inaccuracies, or other deficiencies in products or services provided by Successful Respondent under a Purchase Order within thirty (30) calendar days or receipt of an invoice for such products or services. Successful Respondent shall correct such error, inaccuracy, or other deficiency at no additional cost to Customer.

14 NOTIFICATION

14.1 Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals, and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three (3) business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in the Contract or to such other address as such party shall have notified the other party in writing.

14.2 Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

15 CAPTIONS

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

<END OF APPENDIX A>

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 7/2/2025, 11:48 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - County of Galveston, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-12825
Expires On: 7/31/2025

Ship To
County of Galveston, TX
Diana Huallpa
(409) 770-5442
diana.huallpa@co.galveston.tx.us

Quote For:
Name:
Company: County of Galveston, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 7/23/2025
Overall POP End Date: 7/22/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GKES-B200300M-RR-1Y	Online Budget Book - Between $200-300 Million - 1Y	1.00	$19,491.00	$19,491.00
OPGV-HALG-B200300M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $200-300 Million - 0Y	203.00	$230.00	$46,690.00
			TOTAL:	$66,181.00

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*47.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 7/21/2025
2) **Department:** Parks and Cultural Services
3) **Grant Agency: Texas Parks and Wildlife Department**
4) **Funding Source: Local Parks Grant Program**
5) **Grant Start Date:** 10/1/2025
6) **Grant End Date:** 9/30/2029
7) **Program Year: 2026 / 2029**
8) **Program End Date:** 9/30/2029
9) **Renewal Grant: NEW**
10) **Contract #:**
11) **Description: Jack Brooks Park Archery Range Upgrades**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $200,000.00**
15) **County Funded $200,000.00**
16) **Total Project Amount: $400,000.00**
17) **Assigned Department Contact: Julie Diaz - Parks and Cultural Services**

County Funding Sources

18) **Match Fund: Grant Match Mandatory - 1101-110000-5910100**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	7/15/25 10:29 am
2	Julie Walker	Approve	7/15/25 12:05 pm
Notes:	Approved per JW - by DGM		
3	Diana Huallpa	Approve	7/15/25 4:18 pm
4	Sergio Cruz	Approve	7/15/25 6:07 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: July 21, 2025

RE: Parks and Cultural Services

Texas Parks and Wildlife Department – Local Park Grant Application

BACKGROUND

The Local Park Grant Program typically consists of 5 individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching grants on a reimbursement basis to eligible applicants. All grant assisted sites must be dedicated as parkland in perpetuity, properly maintained and open to the public.

SUMMARY

The Parks and Cultural Development Department is seeking funds to enhance the Jack Brooks Park Archery Range with the purchase of new target equipment and electrical upgrades as well as adding amenities including an ADA-compliant restroom, outdoor learning pavilion, security systems.

FINANCIAL SUMMARY

Grant Request	$200,000.00
County Match (50%)	$200,000.00
TOTAL	$400,000.00

RECOMMENDATIONS

Professional Services asks the Court to consider approval to submit the FY 2026 Local Parks grant application to the Texas Parks and Wildlife Department and authorize the County Judge to sign required documents.

ATTACHMENTS FOR WET SIGNATURE

- Supporting Resolution
- Certifications and Assurances

Project Overview:
This project seeks to renovate and modernize an existing community archery range to improve accessibility, safety, education, and overall user experience. The proposed improvements include the installation of new, durable targets; construction of a public restroom facility; development of an outdoor learning pavilion; installation of a security camera system; and updated electrical infrastructure to support future programming and lighting needs. Together, these enhancements will transform the facility into a more functional, inclusive, and welcoming destination for archers of all ages and skill levels.

Purpose and Need:
The current archery range serves local schools, youth programs, and recreational users but lacks essential amenities that limit its use and safety. Existing targets are outdated and worn, and the absence of on-site restrooms deters long visits, particularly for youth groups and families. Additionally, the range lacks shelter for instruction or inclement weather, and poor lighting and security infrastructure have limited the facility's operational hours and community engagement.

Project Components:

1. **New Targets** – Weather-resistant, professionally rated archery targets will be installed to improve safety, accuracy training, and tournament readiness.
2. **Restroom Facility** – A fully accessible, ADA-compliant restroom will be constructed to support all-day use and accommodate school groups, clubs, and events.
3. **Outdoor Learning Pavilion** – A shaded structure with seating will support educational programs, safety briefings, and workshops, promoting outdoor learning and engagement.
4. **Security Camera System** – Modern surveillance will deter vandalism, increase user safety, and protect public investment in the site.
5. **New Electrical Infrastructure** – Electrical upgrades will support lighting, restroom operation, and future additions such as scoreboards or event sound systems.

Project Impact:
By addressing critical infrastructure gaps, this project will significantly enhance the range's usability, safety, and educational value. It will allow for expanded programming such as summer camps, after-school instruction, and competitive events. The addition of security and restroom facilities will improve comfort and safety, encouraging greater participation from families, youth, and new archers. The project aligns with broader goals of promoting outdoor recreation, environmental education, and healthy lifestyle choices in the community.

Sustainability and Long-Term Goals:
The proposed improvements are designed with durability and long-term community benefit in mind. Partnerships with local schools, scouting organizations, and outdoor clubs will ensure the facility is actively used and maintained. The upgraded infrastructure also positions the range to host larger regional events, supporting tourism and economic activity.

Goal 1: Expand Community Recreation Opportunities

Objective 1.1:
Construct a fully operational archery range with 12-16 permanent targets for traditional bows and crossbows by **December 2027**

Measurable Outcomes:

- Archery range completed and open to the public with regular targets and 3D targets
- Community workdays held quarterly.
- Partner with TPWD or other entities to assist with outdoor education training.
- At least 3 public archery programs or events offered in the first year.
- Minimum of 150 community members use the archery range within the first year.

Goal 2: Foster Outdoor Education and Community Programs

Objective 2.1:
Build an outdoor classroom space with seating and shelter to accommodate at least 25 participants by **December 2027**

Measurable Outcomes:

- Outdoor classroom used for at least 10 park-led or partner-led programs within the first 12 months.
- At least 2 local schools or youth 4H groups utilize the space annually.
- Partner with Texas A&M Agrilife Extension for classes and training
- One Galveston County Employee certified to teach archery.

Goal 3: Enhance Public Safety and Facility Security

Objective 3.1:
Install a minimum of 2- 4 high-resolution security cameras covering the archery range, classroom, and restroom areas by **December 2027.**

Objective 3.2
Install hours and rule signs at the entrance of the archery range and located throughout the range property.

Objective 3.3
Complete perimeter fencing to secure the area.

Measurable Outcomes:

- 100% of facility access points and key areas monitored by security cameras and signage.
- Reduction in vandalism or unauthorized access incidents by 75% within 12 months.

- Improved visitor perception of safety, as measured by park feedback forms.

Goal 4: Improve Park Accessibility and Visitor Experience

Objective 4.1:
Construct a fully ADA-compliant restroom facility to serve visitors in the archery and outdoor classroom area by **December 2027.**

Measurable Outcomes:

- Restroom open and operational during all park hours.
- 90% of visitors surveyed indicate improved comfort and ability to stay longer.
- Facility meets all state/local public health and accessibility standards.

Goal 5: Promote Community Wellness and Youth Engagement

Objective 5.1:
Launch a seasonal youth archery program and one adult introductory course within 12 months of project completion.

Measurable Outcomes:

- At least 30 youth and 10 adults enrolled in archery programs in the first year.
- 80% of participants show increased confidence and interest in outdoor recreation (based on pre/post surveys).
- Participant retention rate of 70% or higher for multi-session programs.

Goal 6: Increase Park Use Through Multi-Purpose Infrastructure

Objective 6.1:
Host at least 6 community events, workshops, or partner programs in the new facilities during the first full year.

Measurable Outcomes:

- Overall park attendance increases by 20% in the first year following completion.
- 90% of event attendees express interest in future programs.
- Partnerships formed with at least 3 local organizations or schools.

Project Timeline and Cost

Timeline:

Upon award of the funding from TPWD, we anticipate the project to be completed by December 2027.

- RFQ for Engineer – 8 weeks
- Engineer design and specifications – 8 weeks
- RFP for construction – 8 weeks
- Award, Execute Construction Contract – 3 weeks
- Pre-Construction Meeting thru Substantial Completion – 48 weeks (11 months)

The idea is to hire a general contractor to coordinate the project and construct all the elements – waterless restroom, outdoor pavilion classroom, run electrical to the site and install the security cameras.

Additional targets, picnic tables, bows and arrows will be purchased by the Parks department directly. These will be ordered as soon as the grant award is approved.

All signage will be made by the County and will be considered in-kind services.

Lead times

- Targets - 2 weeks
- Picnic Tables – 8 weeks
- Bows and arrows – 4 weeks

Costs: -$400,000

Engineering Services -$40,000

Construction Services - $350,000

- Waterless Restroom - $150,000
- Outdoor Learning Classroom Pavilion 40’ x 20’ - $75,000
- Concrete Pad for pavilion - $30,000
- Security Cameras (equipment, air card, license) - $15,000
- Electrical -$40,000

Targets – Five 3’ x 3’ Bulldog Targets - $323.19 each, plus shipping – total cost $2,000

Six 3D targets - $3,391.19

Picnic Tables – Four 6’ Recycled Plastic Rectangle - $1,175, plus shipping – total cost $6,000

Bows and Arrows – Assortment of bows and arrows - $5,000

Site Design – See attached pictures.

Organizational Capacity

Galveston County has a Grants Department that handles all County grants from start to finish with lots of assistance from the director of the department applying for the grant. In this case that would be the Parks Director, Julie Walker. Julie has experience with TPWD grant and Texas General Land Office grants and all associated reports required during and after the grant.

Upon award of this grant, at least one County staff will get an archery instruction certification. We will also utilize other archery professionals for instruction.

As far as maintenance, Galveston County currently has a dedicated parks crew that only works in Jack Brooks Park and will be able to keep up with the maintenance of the area. Galveston County also has a dedicated Parks Facility Maintenance Crew that handles all repairs and ensures current amenities are in good, safe working condition.

Past Performance

Galveston County is currently active and a fulltime applicant

Galveston County just adopted a new comprehensive Parks, Recreation, and Open Space Master Plan in June 2025. It can be provided.

Community Need

In the last 8 months, multiple constituents and groups have approached the parks department about getting new targets and amenities at the archery range. Recently, the Texas Agrilife Extension group contacted the Parks department about creating a safe place for the 4-H group to practice and possibly hold events.

These groups have also volunteered to help with upkeep and become a “Friends of Jack Brooks Park” group to ensure the area stays safe and enjoyable place for all individuals. Community members assisted with a potential layout for the targets, helped design the new target structures, and provided guidance on bows.

The closest archery range to Jack Brooks Park is in Texas City. They recently installed some targets and people can go for a fee. Other than that, there is not any other archery range places in Galveston County. Our archery range would be free to the public.

Geographic Distribution

This project helps fill the void of places for local youth and adults to practice their bow skills and learn a new skill.

The area can also serve as a location for different hunter safety courses throughout the year.

Under-Served Population

By having these amenities readily available to the public, Galveston County can reach more youth from the area. We can work with local summer camps to offer a new activity in the summer. We can work with local 4-H groups to help with their practice and potential events.

Accessibility:

We will ensure the are is ADA compliant by providing accessible routes, ensuring stable and level ground at shoot positions, offering adaptive equipment, and accommodating wheelchairs.

Conservation

By utilizing a waterless restroom, we are able to provide toilet services without a major impact to the natural parkland. By keeping the area more natural with native trees, we will be able to offer identifiers of trees, plants, and local wildlife by having kiosk available with that information.

Sustainable Park Design

The waterless restroom is very sustainable in this park design, along with target housing that is covered and will last longer. We are also using recycled plastic picnic tables for longer life.

Coordination of Subject Matter Experts

We have talked and met with several local archery instructors about the design and will be utilizing them during the construction process as well.

Outside Partnerships

We have support from Texas Agrilife Extension, Texas Parks and Wildlife, local archery enthusiasts.

County of Galveston
Resolution

WHEREAS, Galveston County hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements, and

WHEREAS, the Galveston County Commissioners Court hereby certifies that the matching share for this application is readily available at this time, and

WHEREAS, the Galveston County Commissioners Court hereby authorizes and directs Julie Walker to act for the Applicant in dealing with the Texas Parks and Wildlife Department for the purposes of the program, and that Julie Walker is hereby officially designated as the representative in this regard, and

WHEREAS, the Galveston County Commissioners Court hereby specifically authorizes County Judge, Mark Henry to make application to the Texas Park and Wildlife Department concerning the site to be known as the **Jack Brooks Archery Range Renovation and Enhancement Project** in Galveston County, Texas for use as a park site and is hereby dedicated for public park and recreation purposes in perpetuity.

NOW THEREFORE, BE IT RESOLVED that the Galveston County Commissioners Court approves submission of the grant application for the **Galveston County Jack Brooks Archery Range Renovation and Enhancement Project for submission to the Texas Park and Wildlife Department.**

Passed and approved this 21st day of July, 2025.

_____
Mark Henry, Galveston County Judge

_____
Dwight D. Sullivan, Galveston County Clerk

Local Park Grant Program
Applicant's Certification & Program Assurances

As the duly authorized representative of the sponsor designated in the Resolution Section 3, ***I certify that the Applicant:***

1. Has complied with all pertinent local and state laws, and Local Parks Grants Program requirements regarding public hearings, including floodplain development, if appropriate.
2. Has the required proportionate share of funds available and sufficient for the project as required by Section 13.309 of the Parks and Wildlife Code.
3. Will maintain and operate areas acquired or developed with program assistance at sponsor expense as required by Section 13.309 of the Parks & Wildlife Code.
4. Will permanently dedicate for public park and recreation use all project area(s) which receive program assistance, as required by Chapter 640.1.2 of the *Local Park Grant Program Manual*.
5. Has the legal authority to apply for program assistance and the institutional, managerial and financial capability to ensure proper planning, management and completion of the project described in this application.
6. Will give the State of Texas, hereafter referred to as "State," through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
7. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the Texas Parks & Wildlife Department, and will record any federal interest in the title of real property in accordance with U. S. Department of Interior directives.
8. Will dedicate and permanently maintain any property designated as a natural area, wetland, or open space to meet program guidelines.
9. Will comply with all provisions of the "Summary of Guidelines for Administration of Local Park Grant Acquisition & Development Projects."
10. Will comply with the requirements of the Department with regard to the drafting, review and approval of construction plans and specifications.
11. Will obtain all required state and/or federal permits related to project development.
12. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms to the approved plans and specifications.
13. Will furnish quarterly progress reports and such other information as may be required by the Department.
14. Will initiate and complete the work within the applicable time frame after receipt of approval from the Department.
15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

Applicant's Certification & Program Assurances - Continued

16. Will comply with all State and Federal statues relating to non-discrimination. 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. §§ 1681-1686) 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; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) any other non-discrimination provisions in the specific statute(s) under which application for program assistance is being made, and (f) the requirements of any other non-discrimination statute(s) which may apply to the application.
17. Will comply with the flood insurance purchase requirements of Section 4012(a) of the Flood Disaster Protection Act of 1973 which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance in an amount at least equal to its development or project cost.
18. Will comply with environmental standards which may be prescribed to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuance to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplain in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S. C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
19. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
20. Will assist the Department in assuring compliance with the Texas Antiquities Code.
21. Will cause to be performed the required financial and compliance audits in accordance with the state or federal Single Audit requirements.
22. Will comply with all applicable requirements of all other State and Federal laws, regulations and policies governing this program.

Galveston County
Sponsor/ Project Name

Signature of Official Authorized in Resolution

County Judge, Mark Henry
Print Name and Title of Official

July 21, 2025
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*48.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 7/21/2025
2) **Department:** Parks and Cultural Services
3) **Grant Agency: Houston-Galveston Area Council - Area Agency on Aging**
4) **Funding Source: Senior Meal Grant**
5) **Grant Start Date:** 10/1/2025
6) **Grant End Date:** 9/30/2026
7) **Program Year: FY 2026**
8) **Program End Date:** 9/30/2026
9) **Renewal Grant: RENEWAL**
10) **Contract #: NA**
11) **Description: REVISED FORM SUBMISSION ONLY**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $588,355.00**
15) **County Funded $60,000.00 - $8,017.00 Prog. Income**
16) **Total Project Amount: $656,372.00**
17) **Assigned Department Contact: Martha Lee - Parks and Cultural Services**

County Funding Sources

18) **Match Fund: Match met through Parks and Cultural Services GF Budget**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	7/10/25 2:12 pm
2	Julie Walker	Approve	7/10/25 3:15 pm
3	Diana Huallpa	Approve	7/14/25 9:03 am
4	Sergio Cruz	Approve	7/14/25 9:10 am

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: July 21, 2025

RE: Parks & Cultural Services – Senior Services

FY 2026 HGAC Area Agency on Aging Senior Meal Grant Application – Revised Worksheets

BACKGROUND

In 1976 Galveston County established the Senior Citizens Program to serve adults aged 60 and older. This program has been under Parks and Cultural Services since 2003. The Senior Program staff consists of highly qualified employees who provide congregate meals, transportation services, information and referral, education, fitness, and recreation at the centers. This program is supported by federal and state funds via the Older Americans Act, Title III programs, which are administered by the Texas Health and Human Services Commission and passed-through the Houston-Galveston Area Council (HGAC).

Galveston County Senior Centers directly affected by this application are located at the following locations:

- Wayne Johnson Community Center in La Marque
- Bayside Regional Community Center
- Dickinson Community Center
- City of Friendswood – Friendswood Senior Center
- City of League City – Hometown Heroes Park – Senior Program
- City of Texas City – Nessler Center Seniors Program

NOTE: The County also supports the congregate meal program at the Santa Fe Senior Center as well as the Bay Area Meals on Wheels and the Interfaith Ministries for Greater Houston home-delivered meal programs.

SUMMARY

On April 28th, Commissioners Court reviewed and authorized the submission of the FY 2026 application for the anticipated program activities that include: (1) congregate meals, and (2) transportation meal services for seniors.

As the grant administrator, HGAC has requested a more defined budget description that is reflected in the attached workbook that require review and signature from the County Judge. The budget amount remains the same, but are more formatted in the new HGAC workbooks.

FINANCIAL SUMMARY

Grant Application	$588,355.00
County Discretionary Match	$8,017.00
County Mandatory Match	$60,000.00
	$656,372.00

County Match is met through Parks and Cultural Services Mandatory Match as well as a portion of the salary and benefits for the Senior Citizens Department personnel.

RECOMMENDATIONS

Professional Services requests the Court consider approval to submit the FY 2026 HGAC Area Agency on Aging Senior Meals grant budget workbook forms and authorize the Judge's signature on required documents.

ATTACHEMENTS

- ☐ Congregate Meals – Budget Worksheet Certification
- ☐ Congregate Meals - Budget Worksheet Calculation of the Per Meal Unit Update
- ☐ Congregate Meals - In-Kind Match Certification
- ☐ Transportation - Budget Worksheet Calculation of the Unit Rate
- ☐ Transportation - Budget Worksheet Certification

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Submission # 1

Texas Health and Human Services

Uniform Rate Negotiation Workbook/Budget

Federal Contract Period: **10-01-25 / 09-30-26**

AAA Provider Only

Nutrition Provider's Legal Business Name: Galveston County
Street Address: 722 Moody Ave., Galveston, TX
Mailing Address: 4102 Main Street
City: LaMarque
Zip Code: 77568
Phone Number: 409-934-8126
E-mail Address: martha.lee@co.galveston.tx.us
Contact Name: Martha Lee
Nutrition Provider's website address: www.galvestoncountytx.gov

Did this Nutrition provider complete a rate setting workbook last year? Yes
If Yes, what was the provider name listed on the workbook? Galveston County
0

Is the Provider a AAA Provider? Yes
If Yes, select the AAA Name: Area Agency on Aging of Houston-Galveston
If Yes, contact name at AAA: LeAdrian Aldridge-Adeoye
If Yes, is it a contract or subrecipient? Subrecipient
Is the Provider a HHS Contracted Community Services Provider? No #REF!

Service Delivery Information

Home Delivered Meals

Does this Nutrition provider serve home delivered meals paid for by HHS or the AAA? No
Total number of home delivered meal routes for this provider:
Total number of meal preparation sites used by this provider:
Does the provider make home delivered meals available at least 5 days a week and 250 days a year?

Congregate Meals

Does this Nutrition provider serve congregate meals paid for by the AAA? Yes
Total number of meal preparation sites used by this provider: 1
Total number of meal sites used by this provider: 6
Does the provider make congregate meals available at least 5 days a week and 250 days a year? Yes

Provider Total Budget by Service

Provider Name: Galveston County | AAA Name: Area Agency on Aging of Houston-Galveston

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Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Congregate Meal Program	Other Meal Programs (non-HHS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	If applicable replace with title of other agency program	If applicable replace with title of other agency program	If applicable replace with title of other agency program	Balance not budgeted
Personnel												
Salaries (Identified by Job Title)												
Assistant Director	95,485.00					95,485.00						-
Senior Services Supervisor	61,200.00					61,200.00						
Transportation Enrichment driver	36,836.00					36,836.00						
Dickinson CC Transporation Driver	33,421.00					33,421.00						
Dickisnon Recreation Specialist	41,596.00			20,798.00		20,798.00						-
Part-Time Activity Assistant Dickinson CC	26,055.00			13,027.00		13,028.00						-
Wayne Johnson Recreation Specialist	50,806.00			25,403.00		25,403.00						
Wayne Johnson Transportation Driver	33,421.00							33,421.00				-
Part-Time Activity Assistant Wayne Johnson CC	27,360.00			13,680.00		13,680.00						
Bayside Recreation Specialist	41,596.00			20,798.00		20,798.00						
Bayside CC Transportation driver	33,421.00							33,421.00				-
Part-Time Activity Assistant Bayside CC	24,443.00			12,221.00		12,222.00						-
Records Specialist	37,573.00			18,786.00				18,787.00				-
Transportation Driver - Floater	33,421.00							33,421.00				-
Total Salaries	576,634.00	-	-	124,713.00	-	332,871.00	-	119,050.00	-	-	-	-
Payroll Taxes & Benefits (Employer Paid)												
Federal Insurance Compensation Act (FICA)	8,361.00			1,808.00		4,827.00		1,726.00				-
Texas Unemployment Compensation Act (TUCA)	629.00			137.00		365.00		127.00				-
Federal Unemployment Tax Act (FUTA)												-
Workers Compensation	14,700.00			3,000.00		7,500.00		4,200.00				-
Health Insurance	131,560.00			32,390.00		66,780.00		32,390.00				-
Retirement	108,678.00			20,882.00		65,633.00		22,163.00				-
												-
												-
												-
Total Payroll Taxes & Benefits (Employer Paid)	263,928.00	-	-	58,217.00	-	145,105.00	-	60,606.00	-	-	-	-
Contract staff (Identify by Position)												
												-
												-
												-
												-
Total Contract staff	-	-	-	-	-	-	-	-	-	-	-	-
Total Personnel	840,562.00	-	-	182,930.00	-	477,976.00	-	179,656.00	-	-	-	-
Professional Development												
Conference (list Conference & Attendees)												
Traps (Texas Receation & Parks Society) Assistant Director	1,000.00					1,000.00						-
												-
Total Conferences	1,000.00	-	-	-	-	1,000.00	-	-	-	-	-	-
Dues (list Organization Name)												
Texas Recreation & Parks Society (TRAPS)	250.00					250.00						-
												-
Total Dues	250.00	-	-	-	-	250.00	-	-	-	-	-	-
Materials (list Items)												
												-
												-
Total Materials	-	-	-	-	-	-	-	-	-	-	-	-
Total Professional Development	1,250.00	-	-	-	-	1,250.00	-	-	-	-	-	-

Provider Total Budget by Service

Provider Name: Galveston County | AAA Name: Area Agency on Aging of Houston-Galveston

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Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Congregate Meal Program	Other Meal Programs (non-HHS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	If applicable replace with title of other agency program	If applicable replace with title of other agency program	If applicable replace with title of other agency program	Balance not budgeted
		Meals/Food										
Raw Food												-
Total Raw Food	-	-	-	-	-	-	-	-	-	-	-	-
Purchased Meals												
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	276,850.00			276,850.00								-
Frozen Meals												-
Chilled Meals												-
Shelf Stable Meals	17,850.00			17,850.00								-
Total Purchased Meals	294,700.00	-	-	294,700.00	-	-	-	-	-	-	-	-
Freight												-
Total Freight	-	-	-	-	-	-	-	-	-	-	-	-
Storage Cost (Food or Supply)												-
Total Storage Cost	-	-	-	-	-	-	-	-	-	-	-	-
Consumables (identify by type)												
Non-Capital Equipment (less that $5,000 per item)												-
Paper/plastic goods (napkins, plates, utensils, etc)												-
Meal Delivery Consumable Supplies												-
Pots/Pans/Cooking Utensils												-
												-
Total Consumables	-	-	-	-	-	-	-	-	-	-	-	-
Other (identify individually all items over $100.)												-
Total Other	-	-	-	-	-	-	-	-	-	-	-	-
Total Meals/Food	294,700.00	-	-	294,700.00	-	-	-	-	-	-	-	-

Provider Total Budget by Service

Provider Name: Galveston County

AAA Name: Area Agency on Aging of Houston-Galveston

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Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Congregate Meal Program	Other Meal Programs (non-HHS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	If applicable replace with title of other agency program	If applicable replace with title of other agency program	If applicable replace with title of other agency program	Balance not budgeted
Equipment												
Depreciation (identify item, year purchased, cost)												-
Total Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Interest (identify Item, year purchased, cost)												-
Total Interest	-	-	-	-	-	-	-	-	-	-	-	-
Leasing (identify Item, year leased)												-
Total Leasing	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance (identify Item, year purchased, cost)												-
Total Maintenance	-	-	-	-	-	-	-	-	-	-	-	-
Total Equipment	-	-	-	-	-	-	-	-	-	-	-	-
Occupancy/Building												
Rent												-
Total Rent	-	-	-	-	-	-	-	-	-	-	-	-
Utilities												-
Total Utilities	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation (identify item, year purchased, cost)												-
Total Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Mortgage Interest												-
Total Mortgage Interest	-	-	-	-	-	-	-	-	-	-	-	-
Insurance (identify type of insurance)												-
Total Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Security												-
Total Security	-	-	-	-	-	-	-	-	-	-	-	-
Janitorial												-
Total Security	-	-	-	-	-	-	-	-	-	-	-	-
Repair (Identify all items over $100.)												-
Total Repair	-	-	-	-	-	-	-	-	-	-	-	-
taxes (identify type of tax)												-
Total Taxes	-	-	-	-	-	-	-	-	-	-	-	-
Total Occupancy/Building	-	-	-	-	-	-	-	-	-	-	-	-

Provider Total Budget by Service

Provider Name: Galveston County | AAA Name: Area Agency on Aging of Houston-Galveston

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Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Congregate Meal Program	Other Meal Programs (non-HHS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	If applicable replace with title of other agency program	If applicable replace with title of other agency program	If applicable replace with title of other agency program	Balance not budgeted
Transportation/Travel												
Mileage Reimbursement												-
Total Mileage Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-
Delivery												-
Total Delivery	-	-	-	-	-	-	-	-	-	-	-	-
Gas & Oil												-
Total Gas & Oil	-	-	-	-	-	-	-	-	-	-	-	-
Repairs (identify Item & year purchased)												-
Total Repair	-	-	-	-	-	-	-	-	-	-	-	-
Insurance (identify type of insurance)												-
Total Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation/Lease (identify item, year purchased, cost)												-
Total Depreciation	-	-	-	-	-	-	-	-	-	-	-	-
Interest												-
Total Interest	-	-	-	-	-	-	-	-	-	-	-	-
Tags & Licenses												-
Total Tags & Licenses	-	-	-	-	-	-	-	-	-	-	-	-
Total Transportation/Travel	-	-	-	-	-	-	-	-	-	-	-	-

Provider Total Budget by Service

Provider Name: Galveston County | AAA Name: Area Agency on Aging of Houston-Galveston

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Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Congregate Meal Program	Other Meal Programs (non-HHS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	If applicable replace with title of other agency program	If applicable replace with title of other agency program	If applicable replace with title of other agency program	Balance not budgeted
Administrative & General												
Advertising												-
Total Advertising	-	-	-	-	-	-	-	-	-	-	-	-
Printing												-
Total Printing	-	-	-	-	-	-	-	-	-	-	-	-
Copying												-
Total Copying	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies												-
Total Office supplies	-	-	-	-	-	-	-	-	-	-	-	-
Contractual Agreements												-
Total Contractual Agreements	-	-	-	-	-	-	-	-	-	-	-	-
Postage												-
Total Postage	-	-	-	-	-	-	-	-	-	-	-	-
Telecommunications												-
Total Telecommunication	-	-	-	-	-	-	-	-	-	-	-	-
Liability Insurance												-
Total Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fees												-
Total Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-
Accounting Fees												-
Total Accounting Fees	-	-	-	-	-	-	-	-	-	-	-	-
Consulting Fees												-
Total Consulting Fees	-	-	-	-	-	-	-	-	-	-	-	-
Other Fees (Explain)	450.00											-
Defensive Driving	150.00							150.00				-
Total Other Fees	150.00	-	-	-	-	-	-	150.00	-	-	-	-
Audit												-
Total Audit	-	-	-	-	-	-	-	-	-	-	-	-
Other Misc. (Explain)												-
First Aid kits, mosquito repellant, hand sanitizing wipes, PPE	1,970.00			750.00				1,220.00				-
Total other Misc.	1,970.00	-	-	750.00	-	-	-	1,220.00	-	-	-	-
Total Administrative & General	2,120.00	-	-	750.00	-	-	-	1,370.00	-	-	-	-

Provider Total Budget by Service

Provider Name: Galveston County

AAA Name: Area Agency on Aging of Houston-Galveston

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Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Congregate Meal Program	Other Meal Programs (non-HHS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	If applicable replace with title of other agency program	If applicable replace with title of other agency program	If applicable replace with title of other agency program	Balance not budgeted
	Total											
Total of all Cost Areas	1,138,632.00	-	-	478,380.00	-	479,226.00	-	181,026.00	-	-	-	-
Percentage of Total Cost	100.000%	0.000%	0.000%	42.014%	0.000%	42.088%	0.000%	15.899%	0.000%	0.000%	0.000%	
	Budgeted Meals											
Provider Prepared Meals												
Hot Meals	-											
Frozen Meals	-											
Chilled Meals	-											
Shelf Stable Meals	-											
Total Provider Prepared Meals	-	-		-	-							
Purchased Meals												
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	62,800			62,800								
Frozen Meals	-											
Chilled Meals	-											
Shelf Stable Meals	4,200			4,200								
Total Purchased Meals	67,000	-		67,000	-							
Total Budgeted Meals	67,000	-		67,000	-							
% of Total Meals		0%		100%	0%							
Whole Unit Rate		-		7.14								

AAA Contractors/Subrecipients may choose to provide required Nutrition Education as a separate service and exclude costs related to Nutrition Education from the meal rate.

If the cost of Nutrition Education is to be provided as a separate service, enter an N. This will exclude Nutrition Education costs from the meal rate.

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston
Type of Provider: AAA Provider Only

Provider Service Area

This section is used to identify the nutrition provider's service area for FFY 2026. This will assist HHS in defining unserved areas of the state.

Please specify the provider's service area by geographical location (county, city, zip code, etc.) If the provider serves an entire county, record the name of the county. City, zip code, and other designations can be used when the provider agency is not serving an entire county.

Examples: 1) City of El Paso; 2) Harris County; 3) Two mile radius of the city limits of Rockdale and Cameron; 4) City of Cedar Park, Leander Zip Codes 78745 and 78746.

Congregate Meals Service Area:
Galveston County
Home Delivered Meals - AAA Service Area:

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Section 1

This section is used to compare the amounts budgeted/allocated to each program by cost area.
Example: What percent of the agency's personnel cost is budgeted/allocated to home delivered meals versus congregate meals and other agency's programs? The information should be used as a review tool to gain an understanding of the agencies overall budget and operations.

	Percentage of the Total Cost Area Budgeted to:		
Cost Area	Home Delivered Meals	Congregate Meals	Other Programs
Total Personnel	0.00%	21.76%	78.24%
Total Professional Development	0.00%	0.00%	100.00%
Total Raw Food	0.00%	0.00%	0.00%
Total Purchased Meals	0.00%	100.00%	0.00%
Total Freight	0.00%	0.00%	0.00%
Total Storage Cost	0.00%	0.00%	0.00%
Total Consumables	0.00%	0.00%	0.00%
Total Other Meal/Food	0.00%	0.00%	0.00%
Total Meals/Food	0.00%	100.00%	0.00%
Total Equipment	0.00%	0.00%	0.00%
Total Occupancy/Building	0.00%	0.00%	0.00%
Total Transportation/Travel	0.00%	0.00%	0.00%
Total Administrative & General	0.00%	35.38%	64.62%
Total of all Cost Areas	0.00%	42.01%	57.99%

Example of how to use this information:

Compare the percentage of total personnel budgeted to the meal programs and other programs. Based on the percentages of total cost does the percentages appear reasonable and equitably distributed between programs? If the percentages are not easily identified as equitable a further review of the salaries may be necessary. There are many reasons for variances in percentage for example the agency may use volunteers for some of the programs this may cause the overall percentages appear out of line.

REMEMBER: There are no right or wrong percentages. The reviewer through analysis of the budget and discussions with the provider must determine if the allocation is acceptable.

The reviewers notes detailing budget review, discussions with the provider, and decisions made should be included in the work file.

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Section 2

This section is a summary of information to use to analyze the cost and how they are allocated between Congregate and Home Delivered Meals. The information is presented in three different ways:

- Total Cost: Amount budgeted by cost area
- Percentage of total cost: Percentage of the total of cost area for the two meal programs applied to each program
- Cost per unit: How much of the unit cost is used to pay for each cost area. $X.XX of the cost of each meal is for XX cost area.

Below the cost area summary information is additional information showing:

- Percentage of the total budgeted meal cost applied to the home delivered and congregate meal programs
- Percentage of the total budgeted meals (home delivered & congregate) applied to the home delivered and congregate programs.
- Whole Unit rate for each meal program
- Calculated meal rate based on information entered on the home delivered and congregate meal budget worksheets.

Cost Area	Total Cost		Percentage of Total Cost		Cost per unit	
	Home Delivered Meals	Congregate Meals	Home Delivered Meals	Congregate Meals	Home Delivered Meals	Congregate Meals
Total Personnel	-	182,930.00	0.00%	100.00%	-	2.73
Total Professional Development	-	-	0.00%	0.00%	-	-
Total Raw Food	-	-	0.00%	0.00%	-	-
Purchased Meals						
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	-	276,850.00	0.00%	100.00%	-	4.41
Frozen Meals	-	-	0.00%	0.00%	-	-
Chilled Meals	-	-	0.00%	0.00%	-	-
Shelf Stable Meals	-	17,850.00	0.00%	100.00%	-	4.25
Total Consumables	-	-	0.00%	0.00%	-	-
Total Other Meal/Food	-	-	0.00%	0.00%	-	-
Total Meals/Food	-	294,700.00	0.00%	100.00%	-	4.40
Total Equipment	-	-	0.00%	0.00%	-	-
Total Occupancy/Building	-	-	0.00%	0.00%	-	-
Total Transportation/Travel	-	-	0.00%	0.00%	-	-
Total Administrative & General	-	750.00	0.00%	100.00%	-	0.01
Subtotal	-	478,380.00	0.00%	100.00%	-	7.14
Nutrition Education	#REF!	-			#REF!	-
Total	#REF!	478,380.00			**#REF!**	**7.14**

Total Budgeted Cost	0.00	478,380.00	478,380.00
Percentage of Total Budgeted Meal Cost	**0.00%**	**100.00%**	100.00%
Total Budgeted Meals	0	67,000	67,000
Percentage of Total Budgeted Meals	**0.00%**	**100.00%**	100.00%
Whole Unit Rate (Full Cost per Meal)	**#REF!**	**7.14**	
Calculated Rate	**-**	**6.50**	

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Example of how to use this information:

Review each of the cost areas based on the three different ways the information is presented. Determine if the dollar amount is reasonable for each of the cost areas. Is the percentage of the cost allocation between congregate and home delivered comparable to the percentage of total budgeted meals for each program?

Review examples:

- Occupancy/Building cost is expected to be higher for congregate than home delivered because the home delivered program should only be charged a share of the cost for the kitchen and delivery preparation area for the time those areas are used to prepare and disburse meals. The congregate program would be charged a share of the cost for the kitchen area for the time those areas are used to prepare meals and include the cost associated with the area used to consume meals.

- How are Personnel costs allocated between the two meal programs? Is the allocation based on the percentage of meals, percentage of total cost, or actual time spent between the two programs?

- Review the cost per unit of raw food. Is the amount the same for both programs? If not, why are they different?

- Review the total cost per unit rates, are the rates for the programs similar? Because the program requirements are different, small variances are expected. If the variances cannot be explained by program differences, you need to explain in your review papers why they are different.

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Most Recent Completed Budget Year 2025

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Personnel								
Salaries, PR Taxes & Benefits			0	0.00%		0.00	0.00%	
Contract staff, Compensation			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	#REF!
Nutrition Education								
Salaries, PR Taxes & Benefits			0	0.00%		#REF!	#REF!	
Contract staff, Compensation			0	0.00%		#REF!	#REF!	
Materials			0	0.00%		#REF!	#REF!	
Conference			0	0.00%		#REF!	#REF!	
Total	-	0.00	0	0.00%	0.00%	#REF!	#REF!	#REF!
Professional Development								
Conference			0	0.00%		0.00	0.00%	
Dues			0	0.00%		0.00	0.00%	
Materials			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	#REF!
Meals/Food								
Raw Food			0	0.00%		0.00	0.00%	
Purchased Meals			0	0.00%		0.00	0.00%	
Freight			0	0.00%		0.00	0.00%	
Storage			0	0.00%		0.00	0.00%	
Consumables			0	0.00%		0.00	0.00%	
Other			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	#REF!
Equipment								
Depreciation			0	0.00%		0.00	0.00%	
Interest			0	0.00%		0.00	0.00%	
Leasing			0	0.00%		0.00	0.00%	
Maintenance			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	#REF!
Occupancy/Building								
Rent			0	0.00%		0.00	0.00%	
Utilities			0	0.00%		0.00	0.00%	
Depreciation			0	0.00%		0.00	0.00%	
Mortgage Interest			0	0.00%		0.00	0.00%	
Insurance			0	0.00%		0.00	0.00%	
Security			0	0.00%		0.00	0.00%	
Janitorial			0	0.00%		0.00	0.00%	
Repair			0	0.00%		0.00	0.00%	
Taxes			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	#REF!

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Most Recent Completed Budget Year 2025

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Transportation/Travel								
Mileage Reimbursement			0	0.00%		0.00	0.00%	
Delivery			0	0.00%		0.00	0.00%	
Gas & Oil			0	0.00%		0.00	0.00%	
Repairs			0	0.00%		0.00	0.00%	
Insurance			0	0.00%		0.00	0.00%	
Depreciation/Lease			0	0.00%		0.00	0.00%	
Interest			0	0.00%		0.00	0.00%	
Tags & Licenses			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	#REF!
Administrative & General								
Advertising			0	0.00%		0.00	0.00%	
Printing			0	0.00%		0.00	0.00%	
Copying			0	0.00%		0.00	0.00%	
Office Supplies			0	0.00%		0.00	0.00%	
Contractual Agreements			0	0.00%		0.00	0.00%	
Postage			0	0.00%		0.00	0.00%	
Telecommunications			0	0.00%		0.00	0.00%	
Liability Insurance			0	0.00%		0.00	0.00%	
Legal Fees			0	0.00%		0.00	0.00%	
Accounting Fees			0	0.00%		0.00	0.00%	
Consulting Fees			0	0.00%		0.00	0.00%	
Other Fees (Explain)			0	0.00%		0.00	0.00%	
Audit			0	0.00%		0.00	0.00%	
Other Misc. (Explain)			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0.00%	0.00	0.00%	#REF!
Total								
Total of all Cost Areas	0.00	0.00	0.00	0.00%	0.00%	#REF!	#REF!	#REF!
Total Number of Meals								
Whole Cost per Meal	0.00	0.00						
Approved Meal Rate (Title III & Title XX)	-							
Approved Meal Rate (Title XIX)	-							

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Most Recent Completed Budget Year 2025

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost

Proposed Budget	Percentage Variance Prior Year Actual to Proposed Budget	Percentage of Unit Cost

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Funding Source	Proposed Meals	Calculated Rate	Revenue	
HHS - OAAA		0.00	-	Proposed Meals * Calculated Units
HHS - Title XX		0.00	-	Proposed Meals * Calculated Units
		0.00	-	Proposed Meals * Calculated Units
Program Income		0.00	-	Proposed Meals * Calculated Units
Other Funds - Eligible Meals		0.00	-	Proposed Meals * Calculated Units
Other Funds - Non-Eligible Meals		0.00	-	Proposed Meals * Calculated Units
Local Funds - Required Match	NA	0.00	-	HHS OAAA Proposed Meals +Title XX Proposed Meals *Calculated Rate
Local Funds - Cap Limit Exceeded HHS OAAA & Title XX	NA	0.00	-	HHS OAAA Proposed Meals +Title XX Proposed Meals *Calculated Rate
Local Funds - Cap Limit Exceeded Title XIX	NA	0.00	-	HHS Title XIX Proposed Meals *Calculated Rate
Total Meals by Funding Source	-		-	
Provider Total Budgeted Home Delivered Meals	-			
Variance (Provider Total Budgeted Home Delivered Meals - Total Meals by Funding Source)	-			

Estimated Number of Nutrition Education Units AAA Clients	
Nutrition Education Budget - AAA Clients	-
Calculated Cost per Unit	-

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: **The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.**

Galveston County
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Signer Authority: **(check one)**

- ☐ **Sole Proprietor**
- ☐ **Partner**
- ☐ **Corporate Officer**
- ☐ **Association Officer**
- ☐ **Board Member**
- ☐ **Governmental Official**

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year — 1. #REF!

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	0	Title XX	0	Title XIX	0		
Program Income	0	Other Funds Eligible Meals	0	Other Funds - Non-Eligible Meals	0	2.	-

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ -

Reimbursement Calculation

		HHS OAAA & Title XX	Title XIX
4. Projected NSIP per Meal Value		0.73	N/A
5. Rate Less NSIP per Meal Value		$ -	N/A
6. Mandatory Local Match of 10%	$ -		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Cash Match		$ -	N/A
7. Proposed Meal Rate (Line 3 minus Line 6)		$ -	$ -
As of May 26, 2023, Common Provider Unit Rate cannot exceed 6.46			
8. Rate Cap Applicable to Title XIX, Title XX and HHS OAAA Common Providers		$ 6.46	
9. Excess of Cap Rate Reduction		$ -	$ -
Accepted Unit Rate for Current Year		$ -	NA

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Galveston County Legal Name of Contracted Provider	Printed/Typed Name of Signer
Signature	Date
Area Agency on Aging of Houston-Galveston Name of Area Agency on Aging	#REF! Printed/Typed Name of Signer
LeAdrian Aldridge-Adeoye Signature	#REF! Date

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AAA Name: Area Agency on Aging of Houston-Galveston

Home Delivered Meals

IN-KIND MATCH CERTIFICATION

Provider: Galveston County

In-kind Contribution(s): $0

For any item identified below, the provider must maintain monthly supporting documentation.

ITEM	DATE OF RECEIPT	VALUE
	TOTAL	$0

Note: All contributions must meet the requirements of IRS Publication 561
http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at https://efte.twc.texas.gov/prevailing_wage_issues.html

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind, then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

Galveston County
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Congregate Meal Budget Worksheet

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year	2025					Proposed Budget			Explanation of Variances
									Inflation Factor 2024 to 2025 2.700%
									Inflation Factor 2025 to 2026 2.200%
									Combined Inflation Factor 4.900%
									1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.
Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost	
Personnel									
Salaries, PR Taxes & Benefits	137,836.00	182,322.00	44,486	-24.40%		182,930.00	32.72%		We still have 3 months in this fiscal year
Contract staff, Compensation			0	0.00%		-	0.00%		
Total	137,836.00	182,322.00	44,486	-24.40%	41.34%	182,930.00	32.72%	38.24%	
Nutrition Education									
Salaries, PR Taxes & Benefits			0	0.00%		-	0.00%		
Contract staff, Compensation			0	0.00%		-	0.00%		
Materials			0	0.00%		-	0.00%		
Conference			0	0.00%		-	0.00%		
Total	-	0.00	0	0.00%	0.00%	-	0.00%	0.00%	
Professional Development									
Conference			0	0.00%		-	0.00%		
Dues			0	0.00%		-	0.00%		
Materials			0	0.00%		-	0.00%		
Total	-	0.00	0	0.00%	0.00%	-	0.00%	0.00%	
Meals/Food									
Raw Food			0	0.00%		-	0.00%		1.We still have 3 months left in this fiscal year. 2. We are planning on adding another congregate meal site in Galveston Texas for FY26. "Other" was food handler/manager certificates - these came out of agency budget
Purchased Meals	195,551.00	264,480.00	68,929	-26.06%		294,700.00	50.70%		
Freight			0	0.00%		-	0.00%		
Storage			0	0.00%		-	0.00%		
Consumables			0	0.00%		-	0.00%		
Other		300.00	300	100.00%		-	0.00%		
Total	195,551.00	264,780.00	69,229	-26.15%	58.66%	294,700.00	50.70%	61.60%	
Equipment									
Depreciation			0	0.00%		-	0.00%		
Interest			0	0.00%		-	0.00%		
Leasing			0	0.00%		-	0.00%		
Maintenance			0	0.00%		-	0.00%		
Total	-	0.00	0	0.00%	0.00%	-	0.00%	0.00%	
Occupancy/Building									
Rent			0	0.00%		-	0.00%		
Utilities			0	0.00%		-	0.00%		
Depreciation			0	0.00%		-	0.00%		
Mortgage Interest			0	0.00%		-	0.00%		
Insurance			0	0.00%		-	0.00%		
Security			0	0.00%		-	0.00%		
Janitorial			0	0.00%		-	0.00%		
Repair			0	0.00%		-	0.00%		
Taxes			0	0.00%		-	0.00%		
Total	-	0.00	0	0.00%	0.00%	-	0.00%	0.00%	
Transportation/Travel									
Mileage Reimbursement			0	0.00%		-	0.00%		
Delivery			0	0.00%		-	0.00%		

Congregate Meal Budget Worksheet

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2025

Proposed Budget

Explanation of Variances

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Gas & Oil			0	0.00%		-	0.00%	
Repairs			0	0.00%		-	0.00%	
Insurance			0	0.00%		-	0.00%	
Depreciation/Lease			0	0.00%		-	0.00%	
Interest			0	0.00%		-	0.00%	
Tags & Licenses			0	0.00%		-	0.00%	
Total	-	0.00	0	0.00%	0.00%	-	0.00%	0.00%
Administrative & General								
Advertising			0	0.00%		-	0.00%	
Printing			0	0.00%		-	0.00%	
Copying			0	0.00%		-	0.00%	
Office Supplies			0	0.00%		-	0.00%	
Contractual Agreements			0	0.00%		-	0.00%	
Postage			0	0.00%		-	0.00%	
Telecommunications			0	0.00%		-	0.00%	
Liability Insurance			0	0.00%		-	0.00%	
Legal Fees			0	0.00%		-	0.00%	
Accounting Fees			0	0.00%		-	0.00%	
Consulting Fees			0	0.00%		-	0.00%	
Other Fees (Explain)			0	0.00%		-	0.00%	
Audit			0	0.00%		-	0.00%	
Other Misc. (Explain) CPR/AED	-	450.00	450	100.00%		750.00	100.00%	
Total	-	450.00	450	100.00%	0.00%	750.00	100.00%	0.16%
Total								
Total of all Cost Areas	333,387.00	447,552.00	114,165.00	-25.51%	100.00%	478,380.00	43.49%	100.00%
Total Number of Meals								
Whole Cost per Meal	0.00	0.00						
Approved Meal Rate Title III	-							

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

CPR/AED/First Aid is now being provided "in house" by the agency. FY26 these will be supplies such as alcohol wipes, thermometers, gloves, coin envelopes, etc.

Funding Source	Proposed Meals	Calculated Rate	*Revenue*	
HHS OAAA - Match Required	66250	6.50	430625.00	Proposed Meals * Calculated Units
Program Income	400	7.14	2856.00	Proposed Meals * Calculated Units
Other Funds - Eligible Meals	350	7.14	2499.00	Proposed Meals * Calculated Units
Other Funds - Non-Eligible Meals		0.00	0.00	Proposed Meals * Calculated Units
Local Funds - Required Match	NA	0.64	42400.00	Proposed Meals * Calculated Units

Congregate Meal Budget Worksheet

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Most Recent Completed Budget Year 2025

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost
Other Sources 5					
Other Sources 6					
Total Meals by Funding Source					**67000**
Provider Total Budgeted Congregate Meals					**67000**
Variance (Provider Total Budgeted Congregate Meals - Total Meals by Funding Source)					**0**

Estimated Number of Nutrition Education Units AAA Clients	150
Nutrition Education Budget - AAA Clients	0
Calculated Cost per Unit	-

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Proposed Budget

Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost	
7.14		0.00	Proposed Meals * Calculated Units
7.14		0.00	Proposed Meals * Calculated Units
		478380.00	**Total Revenue**

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year — 1. $ 478,380.00

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	66,250	Other Funds Eligible Meals	350	Other Sources 5	0	
Program Income	400	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2. 67,000

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 7.14

Reimbursement Calculation

		HHS OAAA
4. Projected NSIP per Meal Value		0.73
5. Rate Less NSIP per Meal Value		$ 6.41
6. Mandatory Local Match of 10%	$ 0.64	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -	
Required Cash Match		$ 0.64
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 6.50

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Galveston County
Legal Name of Contracted Provider

Mark Henry, County Judge
Printed/Typed Name of Signer

Signature

Date

Area Agency on Aging of Houston Galveston
Name of Area Agency on Aging

Printed/Typed Name of Signer

LeAdrian Aldridge-Adeoye
Signature

Date

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: **The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.**

Galveston County	Mark Henry, County Judge
Name of Contracted Provider	Printed/Typed Name of Signer
Date	Signature

Signer Authority: (check one)

- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☑ Governmental Official

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AAA Name: Area Agency on Aging of Houston-Galveston

Congregate Meals

IN-KIND MATCH CERTIFICATION

Provider: Galveston County

In-kind Contribution(s): $0

For any item identified below, the provider must maintain monthly supporting documentation.

ITEM	DATE OF RECEIPT	VALUE
	TOTAL	$0

Note: All contributions must meet the requirements of IRS Publication 561
http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at https://efte.twc.texas.gov/prevailing_wage_issues.html

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind, then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

Galveston County
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Participant Assessment

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2025

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Personnel								
Salaries, PR Taxes & Benefits			0	0.00%		0.00	0.00%	
Contract staff, Compensation			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0%	0.00	0.00%	0%
Nutrition Education								
Salaries, PR Taxes & Benefits			0	0.00%				
Contract staff, Compensation			0	0.00%				
Materials			0	0.00%				
Conference			0	0.00%				
Total	-	0.00	0	0.00%	0%	0.00		0%
Professional Development								
Conference			0	0.00%		0.00	0.00%	
Dues			0	0.00%		0.00	0.00%	
Materials			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0%	0.00	0.00%	0%
Meals/Food								
Raw Food			0	0.00%		0.00	0.00%	
Purchased Meals			0	0.00%		0.00	0.00%	
Freight			0	0.00%		0.00	0.00%	
Storage			0	0.00%		0.00	0.00%	
Consumables			0	0.00%		0.00	0.00%	
Other			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0%	0.00	0.00%	0%
Equipment								
Depreciation			0	0.00%		0.00	0.00%	
Interest			0	0.00%		0.00	0.00%	
Leasing			0	0.00%		0.00	0.00%	
Maintenance			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0%	0.00	0.00%	0%

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Participant Assessment

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2025

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Occupancy/Building								
Rent			0	0.00%		0.00	0.00%	
Utilities			0	0.00%		0.00	0.00%	
Depreciation			0	0.00%		0.00	0.00%	
Mortgage Interest			0	0.00%		0.00	0.00%	
Insurance			0	0.00%		0.00	0.00%	
Security			0	0.00%		0.00	0.00%	
Janitorial			0	0.00%		0.00	0.00%	
Repair			0	0.00%		0.00	0.00%	
Taxes			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0%	0.00	0.00%	0%
Transportation/Travel								
Mileage Reimbursement			0	0.00%		0.00	0.00%	
Delivery			0	0.00%		0.00	0.00%	
Gas & Oil			0	0.00%		0.00	0.00%	
Repairs			0	0.00%		0.00	0.00%	
Insurance			0	0.00%		0.00	0.00%	
Depreciation/Lease			0	0.00%		0.00	0.00%	
Interest			0	0.00%		0.00	0.00%	
Tags & Licenses			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0%	0.00	0.00%	0%
Administrative & General								
Advertising			0	0.00%		0.00	0.00%	
Printing			0	0.00%		0.00	0.00%	
Copying			0	0.00%		0.00	0.00%	
Office Supplies			0	0.00%		0.00	0.00%	
Contractual Agreements			0	0.00%		0.00	0.00%	
Postage			0	0.00%		0.00	0.00%	
Telecommunications			0	0.00%		0.00	0.00%	
Liability Insurance			0	0.00%		0.00	0.00%	
Legal Fees			0	0.00%		0.00	0.00%	
Accounting Fees			0	0.00%		0.00	0.00%	
Consulting Fees			0	0.00%		0.00	0.00%	
Other Fees (Explain)			0	0.00%		0.00	0.00%	
Audit			0	0.00%		0.00	0.00%	
Other Misc. (Explain)			0	0.00%		0.00	0.00%	
Total	-	0.00	0	0.00%	0%	0.00	0.00%	0%

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Participant Assessment

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2025

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost
		Total			
Total of all Cost Areas	0.00	0.00	-	0.00%	-
Total Number Units			-	0.00%	
Whole Cost per Unit	0.00	0.00	-	0.00%	
Approved Unit Rate					

Proposed Budget

Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
-	0.00%	0%
Budgeted Units		Budgeted Cost per Unit
-		

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Funding Source	Proposed Units	Calculated Rate	*Revenue*
HHS OAAA - 10 % Match Required		-	-
HHS OAAA - 25 % Match Required		-	-
HHS OAAA - Full Unit Rate		-	-
Program Income		-	-
Local Funds		-	-
Other Funds		-	-
Local Funds - Required Match 10%	NA	-	-
Local Funds - Required Match 25%	NA	-	-
Other Sources 6		-	-
Other Sources 7		-	-
Other Sources 8		-	-
Total Units by Funding Source	-		-

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Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Participant Assessment
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1.Total Budgeted Expenses for Contract Year — 1. $ -

2.Total Number of Anticipated Units to be Provided

HHS OAAA - 10 % Match Required	0	Program Income	0	Other Sources 6	0
HHS OAAA - 25 % Match Required	0	Local Funds	0	Other Sources 7	0
HHS OAAA - Full Unit Rate	0	Other Funds	0	Other Sources 8	0

2. -

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate — 3. $ -

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10% $ -
** If Applicable, Match Reduction From the In-kind Match Certification form $ -
Required Match — 4. $ -
5.Full Unit Rate Less Required Match (Line 3 minus Line 4 — 5. $ -

4. Mandatory Local Match of 25% $ -
** If Applicable, Match Reduction From the In-kind Match Certification form $ -
Required Match — 4. $ -
5.Full Unit Rate Less Required Match (Line 3 minus Line 4 — 5. $ -

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

$ -

Contractor Initial _____ AAA Initial _____

Galveston County Legal Name of Contracted Provider	Area Agency on Aging of Houston-Galveston Name of Area Agency on Aging
Signature	Signature
Printed/Typed Name of Signer	Printed/Typed Name of Signer
Date	Date

7/9/25 3:59 PM
Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Participant Assessment
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Galveston County
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Signer Authority: (check one)

- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☐ Governmental Official

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AAA Name: Area Agency on Aging of Houston-Galveston

Participant Assessment

IN-KIND MATCH CERTIFICATION

Provider: **Galveston County**

In-kind Contribution(s): $0

For any item identified below, the provider must maintain monthly supporting documentation.

ITEM	DATE OF RECEIPT	VALUE
	TOTAL	$0

Note: All contributions must meet the requirements of IRS Publication 561 http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at https://efte.twc.texas.gov/prevailing_wage_issues.html

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

Galveston County
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Transportation

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year	2025					Proposed Budget			Explanation of Variances	
									Inflation Factor 2024 to 2025	2.700%
									Inflation Factor 2025 to 2026	2.200%
									Combined Inflation Factor	4.900%
Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost	1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.	
Personnel										
Salaries, PR Taxes & Benefits	118,076.00	171,948.00	53,872.00	-31.33%		179656.00	52.15%		Several vacancies during the year, hoping to be full staffed. FY26 Records Specialist's salary will be a 50/50 split between congregate & transporattion, FY 25 it was 75/50 split congregate & transportation	
Contract staff, Compensation			-	0.00%		0.00	0.00%			
Total	118,076.00	171,948.00	53,872.00	-31.33%	100%	179656.00	52.15%	99%		
Nutrition Education										
Salaries, PR Taxes & Benefits			-	0.00%						
Contract staff, Compensation			-	0.00%						
Materials			-	0.00%						
Conference			-	0.00%						
Total	-	0.00	-	0.00%	0%	0.00		0%		
Professional Development										
Conference			-	0.00%		0.00	0.00%			
Dues			-	0.00%		0.00	0.00%			
Materials			-	0.00%		0.00	0.00%			
Total	-	0.00	-	0.00%	0%	0.00	0.00%	0%		
Meals/Food										
Raw Food			-	0.00%		0.00	0.00%			
Purchased Meals			-	0.00%		0.00	0.00%			
Freight			-	0.00%		0.00	0.00%			
Storage			-	0.00%		0.00	0.00%			
Consumables			-	0.00%		0.00	0.00%			
Other			-	0.00%		0.00	0.00%			
Total	-	0.00	-	0.00%	0%	0.00	0.00%	0%		
Equipment										
Depreciation			-	0.00%		0.00	0.00%			
Interest			-	0.00%		0.00	0.00%			
Leasing			-	0.00%		0.00	0.00%			
Maintenance			-	0.00%		0.00	0.00%			
Total	-	0.00	-	0.00%	0%	0.00	0.00%	0%		
Occupancy/Building										
Rent			-	0.00%		0.00	0.00%			
Utilities			-	0.00%		0.00	0.00%			
Depreciation			-	0.00%		0.00	0.00%			
Mortgage Interest			-	0.00%		0.00	0.00%			
Insurance			-	0.00%		0.00	0.00%			
Security			-	0.00%		0.00	0.00%			
Janitorial			-	0.00%		0.00	0.00%			
Repair			-	0.00%		0.00	0.00%			
Taxes			-	0.00%		0.00	0.00%			
Total	-	0.00	-	0.00%	0%	0.00	0.00%	0%		
Transportation/Travel										
Mileage Reimbursement			-	0.00%		0.00	0.00%			
Delivery			-	0.00%		0.00	0.00%			
Gas & Oil			-	0.00%		0.00	0.00%			
Repairs			-	0.00%		0.00	0.00%			
Insurance			-	0.00%		0.00	0.00%			

Transportation

Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

7/9/25 3:59 PM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2025

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Depreciation/Lease			-	0.00%		0.00	0.00%	
Interest			-	0.00%		0.00	0.00%	
Tags & Licenses			-	0.00%		0.00	0.00%	
Total	-	0.00	-	0.00%	0%	0.00	0.00%	0%
Administrative & General								
Advertising			-	0.00%		0.00	0.00%	
Printing			-	0.00%		0.00	0.00%	
Copying			-	0.00%		0.00	0.00%	
Office Supplies			-	0.00%		0.00	0.00%	
Contractual Agreements			-	0.00%		0.00	0.00%	
Postage			-	0.00%		0.00	0.00%	
Telecommunications			-	0.00%		0.00	0.00%	
Liability Insurance			-	0.00%		0.00	0.00%	
Legal Fees			-	0.00%		0.00	0.00%	
Accounting Fees			-	0.00%		0.00	0.00%	
Consulting Fees			-	0.00%		0.00	0.00%	
Other Fees (Explain)		150.00	150.00	100.00%		150.00	100.00%	
Audit			-	0.00%		0.00	0.00%	
Other Misc. (Explain)		1,200.00	1,200.00	100.00%		1220.00	100.00%	
Total	-	1,350.00	1,350.00	100.00%	0%	1370.00	100.00%	1%
Total								
Total of all Cost Areas	118,076.00	173,298.00	55,222.00	-31.87%	1.00	181,026.00	53.31%	100%
Total Number One Way Trips			-	0.00%				
Whole Cost per Trip	0.00	0.00	-	0.00%		Budgeted Units		Budgeted Cost per Unit
Approved One Way Trip Unit Rate						20,340.00		8.90

Explanation of Variances

Inflation Factor 2024 to 2025	2.700%
Inflation Factor 2025 to 2026	2.200%
Combined Inflation Factor	4.900%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Budget was not set up, agency paid for defensive driving

Funding Source	Proposed One Way Trips	Calculated Rate	*Revenue*
HHS OAAA - 10 % Match Required		-	-
HHS OAAA - 25 % Match Required		-	-
HHS OAAA - Full Unit Rate	19,700	8.90	175,330.00
Program Income	20	8.90	178.00
Local Funds - Eligible Trips	620	8.90	5,518.00
Other Funds - Non-Eligible Trips		-	-
Local Funds - Required Match 10%	NA	0.89	-
Local Funds - Required Match 25%	NA	2.23	-
Other Sources 6		-	-
Other Sources 7		-	-
Other Sources 8		-	-
Total One Way Trips by Funding Source	**20,340**	Total Revenue	181,026.00

7/9/25 3:59 PM
Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Transportation
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1.Total Budgeted Expenses for Contract Year — 1. $ 181,026.00

2.Total Number of Anticipated Units to be Provided

HHS OAAA - 10 % Match Required	0	Program Income	20	Other Sources 6	0	
HHS OAAA - 25 % Match Required	0	Local Funds - Eligible Trips	620	Other Sources 7	0	
HHS OAAA - Full Unit Rate	19,700	Other Funds - Non-Eligible Trips	0	Other Sources 8	0	2. 20,340

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate — 3. $ 8.90

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10% — $ 0.89
** If Applicable, Match Reduction From the In-kind Match Certification form — $ -
Required Match — 4. $ 0.89
5.Full Unit Rate Less Required Match (Line 3 minus Line 4) — 5. $ 8.01

4. Mandatory Local Match of 25% — $ 2.23
** If Applicable, Match Reduction From the In-kind Match Certification form — $ -
Required Match — 4. $ 2.23
5.Full Unit Rate Less Required Match (Line 3 minus Line 4) — 5. $ 6.67

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units

$ 8.90 _____ Contractor Initial _____ AAA Initial

Galveston County Legal Name of Contracted Provider	Area Agency on Aging of Houston-Galveston Name of Area Agency on Aging
_____ Signature	_____ Signature
Mark Henry, County Judge Printed/Typed Name of Signer	LeAdrian Aldridge-Adeoye Printed/Typed Name of Signer
_____ Date	_____ Date

7/9/25 3:59 PM
Provider Name: Galveston County
AAA Name: Area Agency on Aging of Houston-Galveston

Transportation

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: **The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.**

Galveston County	Mark Henry, County Judge
Name of Contracted Provider	Printed/Typed Name of Signer
Date	Signature

Signer Authority: (check one)

- ☐ Sole Proprietor
- ☐ Partner
- ☐ Corporate Officer
- ☐ Association Officer
- ☐ Board Member
- ☑ Governmental Official

7/9/25 3:59 PM

AAA Name: Area Agency on Aging of Houston-Galveston

Transportation

IN-KIND MATCH CERTIFICATION

Provider: **Galveston County**

In-kind Contribution(s): $0

For any item identified below, the provider must maintain monthly supporting documentation.

ITEM	DATE OF RECEIPT	VALUE
	TOTAL	$0

Note: All contributions must meet the requirements of IRS Publication 561
http://www.irs.gov/pub/irs-pdf/p561.pdf

Examples of Documentation Include:

Rent:
1. Letter of Agreement with Owner
2. Adequate Valuation of Property on a Current Basis (this should be reviewed at least every two years and if senior center, based on property value and center participation)

Labor:
1. Minimum wage
2. Documented prevailing wage in the Area. For prevailing wage information visit the Texas Workforce Commission's website at https://efte.twc.texas.gov/prevailing_wage_issues.html

All in-kind labor must be required for the service to be provided. If you would not hire someone to perform the labor if it were not in-kind then you cannot count it.

Utilities:
1. Copy of Bill
2. Agreement of Amount Paid if Partial

Galveston County
Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*49.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of authorization for County Judge to sign assignment of Financial Point of Contact letter for the Statewide Automated Victims Notification Service grant from the Texas Attorney General as submitted by Professional Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/15/25 5:00 pm

Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Tyler Drummond
Chief of Staff

Zach Davidson
Deputy Chief of Staff

Spencer Lewis
Director, Communications

July 21, 2025

Chris Gersbach
Grants Manager and
SAVNS Specialist
Grants Management Division
Office of Attorney General

Via email: *chris.gersbach@oag.texas.gov*

RE: Request to Change Financial Point of Contact (POC) for Galveston County Statewide Automated Victim Notification Service - VINE Program

Greetings,

I am writing to formally request an update to the Financial POC for the Galveston County Statewide Automated Victim Notification Service (SAVNS) – VINE Program. Please proceed with replacing the current financial POC using the updated contact information provided below.

New Financial POC Information
Christie Motogbe
Acting First Assistant County Auditor
Galveston County Auditor's Office
ChristieJ.Motogbe@galvestoncountytx.gov
409-770-5337

Should you require any additional documentation or have questions regarding this request, feel free to contact me at your earliest convenience.

Thank you for your attention to this matter.

Sincerely,

Mark Henry

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*50.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 7/21/2025
2) **Department:** Sheriff's Department - Mounted Patrol Division
3) **Grant Agency: Mary Moody Northen Endowment Foundation**
4) **Funding Source: Foundation Grant Program**
5) **Grant Start Date:** 7/21/2025
6) **Grant End Date:** 7/20/2026
7) **Program Year: FY 2025 / 2026**
8) **Program End Date:** 7/20/2026
9) **Renewal Grant: NEW**
10) **Contract #: NA**
11) **Description: Purchase of saddles for the Sheriff's Department - Mounted Patrol Division**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $16,800.00**
15) **County Funded $0.00**
16) **Total Project Amount: $16,800.00**
17) **Assigned Department Contact: Patrick Bouche - SO**

County Funding Sources

18) **Match Fund:**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	7/10/25 2:17 pm
2	Jimmy Fullen	Approve	7/10/25 3:35 pm
3	Diana Huallpa	Approve	7/14/25 9:06 am
4	Sergio Cruz	Approve	7/14/25 9:09 am

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: July 21, 2025

RE: Sheriff's Department – Mounted Patrol Division
Mary Moody Northen Endowment Grant Award

BACKGROUND

The Mary Moody Northen Endowment is a private foundation which awards grants through two specific programs directly benefiting people and organizations located on and/or serving Galveston Island:

- The Galveston Community Impact Grants honor Mrs. Northen's affection for Galveston Island and reflect the Board of Directors' own commitment to her community.
- The Mary Moody Northen Internship grants provide Galveston County high school students and/or graduates with meaningful opportunities to learn about community service and help fund post-secondary education.

SUMMARY

Commissioners Court approved the establishment of the Galveston County Sheriff's Department Mounted Patrol Division at their April 14, 2025 meeting. This grant award is designated for 6 MPI saddles for that division.

FINANCIAL SUMMARY

	Application	Award
Grant Funding	$71,539.00	$16,800.00
County Funding	$0.00	$0.00
Project Total	$71,539.00	$71,539.00

RECOMMENDATIONS

Professional Services requests the Court to authorize the County Judge to sign the grant award agreement with the Mary Moody Northen Endowment for the Sheriff's Department Mounted Patrol Division saddles.

ATTACHEMENTS FOR WET SIGNATURE

- ☐ MMNE Grant Agreement

THE MARY MOODY NORTHEN ENDOWMENT
Grant Agreement

GRANTEE Galveston County Sheriff's Office 7-1-2025

PURPOSE These funds to be used to purchase 6 MPI Defender saddles for the newly constituted Mounted Patrol Division.

AMOUNT: $16,800

USE OF GRANT FUNDS: All funds must be used by the Grantee in compliance with restrictions set forth in the 1969 Tax Reform Act. The funds must be used for the purposes stated above, and no changes or modification may be made without the Endowment's prior knowledge and written approval. Grant funds will be returned to the Endowment if a) the Grantee loses its United States Internal Revenue tax-exempt status or b) the funds are not expended or committed for the purposes of the grant within the stated period of time.

REPORTS TO THE ENDOWMENT: A written report must be furnished to the Endowment upon completion of the program for which the grant was awarded or one year after the grant has been made. This report should include an accounting of the grant funds expended and the resulting outcomes.

1. OTHER PROVISIONS

This grant has been approved by the Board of Directors of the Mary Moody Northen Endowment, and is accepted by the Grantee with the understanding that the Endowment is not obligated to provide additional support.

THE MARY MOODY NORTHEN ENDOWMENT By_____
Executive Director

ACCEPTANCE

The grant described above is accepted subject to the terms and provisions stated herein.

By: _____
(Recipient's Representative)

Title: _____

Date: _____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*51.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 7/21/2025
2) **Department:** Veterans Treatment Court
3) **Grant Agency: Texas Veterans Commission**
4) **Funding Source: Veterans Treatment Court Grant Program**
5) **Grant Start Date:** 7/1/2025
6) **Grant End Date:** 8/31/2026
7) **Program Year: 2025/2026**
8) **Program End Date:** 8/31/2026
9) **Renewal Grant: RENEWAL**
10) **Contract #: VTC25-V-007**
11) **Description: Personnel, client services and cell phone service for the Galveston County Veterans Treatment Court**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded** **$135,000.00**
15) **County Funded** **$0.00 - Mandatory Match**
16) **Total Project Amount:** **$135,000.00**
17) **Assigned Department Contact: Chris James - Veterans Treatment Court**

County Funding Sources

18) **Match Fund: For 2025/2026 the General Fund will assist with a budget-match to cover expenses due the reduced amount and extended grant period of performance.**

19) **Match Division:**

20) **NOTES: For 2025/2026 the General Fund will assist with a budget-match to cover expenses due the reduced amount and extended grant period of performance.**

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	7/9/25 10:55 am
2	Mark Henry	Approve	7/10/25 5:43 pm
Notes:	Approved - DGM for MH		
3	Diana Huallpa	Approve	7/14/25 9:19 am
4	Sergio Cruz	Approve	7/15/25 11:55 am

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: July 21, 2025

RE: Veterans Treatment Court
FY 2025/2026 Texas Veterans Commission Grant Award

BACKGROUND

The Texas Veterans Commission is authorized to use funds appropriated to the Fund for Veterans to administer the Fund and to make reimbursement grants to address the needs of veterans. The Veterans Treatment Court Grant Program provides reimbursement grants to eligible units of local government to assist Texas Veterans and their families in obtaining services through the Veterans Treatment Court programs established under Texas Government Code Sec. 124.001-006.

The Galveston County Veterans Treatment Court started in 2013 with six participants and an all-volunteer staff. Since that time, the program has tripled in size putting a burden on the program and volunteers. For FY 2016 the County was awarded a grant to do exactly that and it has proven successful over the last ten years.

The grant application cycle with the Texas Veterans Commission requires jurisdictions to only apply every other year. The intermediate years are awarded based on a review of performance and expenditures.

SUMMARY

The attached reduced 2025/2026 award from the Texas Veterans Commission through their Treatment Court Program will provide the Galveston County Veterans Treatment Court with the staff and services necessary to ensure future success for the program. Reductions were seen across the board for Veteran Treatment Courts across the state for the 2025/2026 grant year.

INTERAGENCY AGREEMENT FINANCIAL SUMMARY

	Application	Award
Grant Amount	$270,000.00	$135,000.00
County Mandatory Match	$0.00	$0.00
Total Project Cost	$270,000.00	$135,000.00

RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the FY 2025/2026 Veterans Treatment Court Grant Application.

Galveston County

Veteran Treatment Court Program

Amount Awarded: $135,000.00
Unduplicated Beneficiary Target: 18

TVC ID: VTC25-V-007

Start Date: 07-01-2025
End Date: 08-31-2026

ID: R-2025-2018006271
VCSO: No

Award Type: R-Renewed
Grant Officer: Elizabeth Schreiber

▼ Negotiations

Comments for TVC:

NOGA Agreement

***Note:* Executive Director that is listed in Principal Participants in this application must accept the NOGA or the designated signature authority may accept the NOGA with justification in a written Delegation of Authority letter signed by the Executive Director that must be uploaded.**

NOGA DOCUMENTS

I have read, understand, and accept the terms of this grant contract according to federal & state regulations, and TVC policies outlined in the RFA, Program Requirements, and the Notice of Grant Award statement.

Date:

Status

▼ Table of Contents

Additional Organization Information
Full Application
Summary of Services
Financial Information
Budget Tables
Documents

Additional Organization Information

Principal Participants

Phone numbers must be formatted as XXX-XXX-XXXX

Grant Program Primary Contact* Betsy Thomas

Email: elizabeth.thomas@co.galveston.tx.us

Phone: 409-770-5355

Executive Director * Mark Henry

Email: mark.henry@co.galveston.tx.us

Phone: 409-766-2244

Chief Financial Officer * Sergio Cruz

Email: sergio.cruz@galvestoncountytx.gov

Phone: 409-770-5398

Chief Operations Officer: Betsy Thomas

Email: elizabeth.thomas@co.galveston.tx.us

Phone: 409-770-5355

Project Manager / Coordinator * Christopher James

Email: christopher.james@galvestoncountytx.gov

Phone: 409-765-2679

Project Accountant * Christie Motogbe

Email: ChristieJ.Motogbe@galvestoncountytx.gov

Phone: 409-770-5337

Media / Communications Coordinator * Christopher James

Email: christopher.james@galvestoncountytx.gov

Phone: 409-765-2679

PRR Reporter 1: Christie Motogbe

Email: ChristieJ.Motogbe@galvestoncountytx.gov

Phone: 409-770-5337

PRR Reporter 2: Mary Pitts

Email: Mary.Pitts@galvestoncountytx.gov

Phone: 409-770-5207

▼ Full Application

▼ Summary of Services

1. Proposed Project Service Area(s)* Brazoria, Chambers, Galveston, Harris

2. Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans: Yes

Total Number of unduplicated clients to be served.* 18

3. Provide a summary of the service(s) your Organization proposes to provide to clients through this grant*

Grant funding will provide services to eligible justice-involved Veterans to support rehabilitation to best prepare them for reintegration with their communities while participating in the VTC program. Services: Substance Abuse Detection.

4. What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)* Active Duty , National Guard, Reserves , Veteran

5. Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)* Honorable, General Under Honorable Conditions, Other Than Honorable Conditions, Uncharacterized, Dishonorable, Bad Conduct, Dismissed

6. Can beneficiaries request services over the phone?* Yes

If yes, provide phone number for beneficiaries' to contact for application and/or client intake?* 409-765-2679

Must be formatted as XXX-XXX-XXXX

7. Can beneficiaries request services or make an appointment online?*	No
8. Can beneficiaries apply for services via walk-in? *	Yes
9. Are services provided by appointment only?*	Yes
10. How will beneficiaries be evaluated to determine priority of service?*	First come - First Served
11. Once eligibility is determined, how many days will it take for requested services to be provided?*	10

▼ Financial Information

12. Does your organization have the ability to sustain this project without FVA funding?*	No
13. Does your organization use software to record accounting transactions and manage financial book keeping?*	Yes
What is the name, type, and version of the software?*	WorkDay

Note: Enter values for Total Assets, Total liabilities and Net Assets

Total Assets*	$141,000,000.00
Total Liabilities*	$600,000.00
Net Assets at the end of the Year*	$250,000.00

Budget Tables

Salary & Fringe Group

Name	**Job Title**	**Annual Salary**	**% Time to TVC Grant**	**Total Grant Funded Salary**
Christopher L James	Court Coordinator	$49,413.00	100%	$49,413.00
Total Fringe: $2,181.00		**Total Grant Funded Fringe:** $2,181.00		
Social Security: **Medicare:** $717.00 **FICA:** $717.00	**Health:** **Dental:** **Vision:**	**Life:** **Disability:** **Worker's Comp:** $1,408.00	**Unemployment:** $56.00 **Retirement:**	**Parking:** **Phone:**
Total Salary + Fringe: $51,594.00		**Fringe % of Salary:** 4.41%		

Richard A Asta	Compliance Officer	$44,740.00	100%	$44,740.00
Total Fringe: $2,108.00		**Total Grant Funded Fringe:** $2,108.00		
Social Security: **Medicare:** $650.00 **FICA:** $650.00	**Health:** **Dental:** **Vision:**	**Life:** **Disability:** **Worker's Comp:** $1,408.00	**Unemployment:** $50.00 **Retirement:**	**Parking:** **Phone:**
Total Salary + Fringe: $46,848.00		**Fringe % of Salary:** 4.71%		
Total Salary				$98,442.00

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Substance Abuse Detection	$28,102.00	1	$28,102.00
Total			$28,102.00

Other Direct Cost Group

Category	Unit Cost	Quantity	Amount Requested
Phone Service	$1,176.00	1	$1,176.00
Total			$1,176.00

IDC Group

Category	Amount Requested
Administrative and Facilities Costs	$7,280.00
Total	$7,280.00

Total Budget: $135,000.00

▼ Documents

APPLICATION PACKAGE DOCUMENTS

Business Authorization Letter

Governing Body Members

IRS Determination Letter

Liability Insurance

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*52.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Grant Award/Agreement

1) **Court Date:** 7/7/2025
2) **Department:** Parks and Cultural Services / Road and Bridge
3) **Grant Agency: Texas General Land Office**
4) **Funding Source: Beach Cleaning and Maintenance Grant**
5) **Grant Start Date:** 10/1/2024
6) **Grant End Date:** 8/31/2025
7) **Program Year: 2025**
8) **Program End Date:** 8/31/2025
9) **Renewal Grant: RENEWAL**
10) **Contract #:**
11) **Description: Formula reimbursement from the GLO for cleaning and maintenance activities on the beaches on the Bolivar Peninsula**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $73,247.67**
15) **County Funded $0.00**
16) **Total Project Amount: $73,247**
17) **Assigned Department Contact: William Comeaux - Bolivar Peninsula**

County Funding Sources

18) **Match Fund: Formula Reimbursement - No Grant Match**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	6/30/25 10:36 am
2	Lee Crowder	Approve	7/1/25 9:46 am
3	Diana Huallpa	Approve	7/1/25 10:25 am
4	Sergio Cruz	Approve	7/1/25 6:00 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: July 7, 2025

RE: Road and Bridge Department
FY 25 Beach Cleaning & Maintenance Formula Reimbursement Award
Year Five of Five-Year Grant Agreement

BACKGROUND

The Texas General Land Office offers an annual formula grant program to reimburse coastal counties for cleaning and maintenance activities on Texas beaches. Allowable activities for reimbursement request include:

- Litter and Debris Removal
- Solid Waste Collection and Disposal
- Portable Toilet Rental and Servicing
- Traffic Control
- Lifeguard Expenses
- Beach Patrol Expenses
- Administration Expenses.

The grant program allows for a request of 2/3rds of the estimated allowable annual expenses. The actual awards: however, are based on a formula amount for all eligible jurisdictions and usually end-up being about 6% of expenses. The GLO states there is $729,000 for 11 eligible counties.

SUMMARY

Galveston County was awarded participation in the Formula Reimbursement program for FY 2025, which will be year five of our five-year participation contract with the GLO that will expire on 8/31/2025.

RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the FY 2025 Beach Cleaning and Maintenance Formula grant award.

General Land Office
Business Unit # 30500
Purchase Order # PO-0004063

Payment Terms:	Freight Terms:	Ship Via:	PCC:	PO Date:	PO End Date:	PO Method:	Dispatch:	Rev Dt:
NET30	FOB Destination	STANDARD	0	06/24/2025		EX	Dispatch Via Print	

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: COUNTY OF GALVESTON
722 MOODY AVE
GALVESTON TX 775502317
United States

Ship To: 01 - Main Office
Texas General Land Office
1700 N Congress Ave
Austin TX 78701
United States

Ship To Attention: Gloria R Maynard

Bill To: Cash Disbursements
Contact Name: Roland Torres
PO Box 12873
Austin TX 78711-2873
United States

Vendor ID: 1746000908 1 000

Purchaser: Thao Linh Thi Phan
Phone: 512/463-5098
Fax:

Bill To Fax:

Email: linh.phan@glo.texas.gov

Bill To Email: VendorInvoices@glo.texas.gov

PO Information:
For GLO purposes only: INTERLOCAL CONTRACT Texas Government Code, Title 7, Chapter 791
Contract# 21-034-007-F227

Office Contact: Gloria Maynard 512-305-9598
Terms and Conditions are attached as a separate document from this purchase order.

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	FY25 BMR Reimbursement for Galveston County - contract 21-034-007-F227	21110	988/64	1.0000	EA	$73,247.67000	$73,247.67	06/24/2025

Schedule Total $73,247.67

Contract ID:
21-034-007-F227

ReqID:
PR-0006015

Item Total for Line # 1 $73,247.67

Total PO Amount $73,247.67

All Shipments, Shipping papers, Invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

This Purchase Order is subject to, and conditional on Vendor's agreement with, the Texas General Land Office Purchase Orders Terms and Conditions, herein incorporated by reference. By delivering goods, performing services, and/or invoicing for payment under this Purchase Order, Vendor has knowledge of and agrees to be bound by said Terms and Conditions.

Authorized Signature

CTCD, CTCM

06/24/2025

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*53.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

24-190-0721-A
Auditor- Request transfer from County Records Management and Preservation Fund Budgeted Reserves to County Clerk Records Management and Preservation Fund and District Clerk Records Management and Preservation Fund Budgeted Reserves per SB1612.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 1:13 pm

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Auditor's Office	24-190-0721-A
Date Submitted:	07/14/2025	(Assigned by Department of Professional Services)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from County Records Management and Preservation Fund Budgeted Reserves to County Clerk Records Management and Preservation Fund and District Clerk Records Management and Preservation Fund Budgeted Reserves per SB1612.

This budget amendment does not increase the budget for FY 2024

TRANSFER FROM

Fund	Department	Line Item	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
2101 - County Records Management and Preservation Fund	**920180 – Fund Balance Reserves**	**5930000 – Budgeted Reserves**	**162,960.42**	
2102 - County Clerk Records Management and Preservation Fund	**000000-General Revenues**	**4912101 – Transfer from County Records Management and Preservation Fund**	**33,782.37**	
2110 – District Clerk Records Management and Preservation Fund	**000000-General Revenues**	**4912101 – Transfer from County Records Management and Preservation Fund**	**129,178.05**	
TOTAL - Transfer From			**$ 162,960.42**	

TRANSFER TO

Fund	Department	Line Item	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
2101 – County Records Management and Preservation Fund	**921010 - Transfers and Reserves**	**5912102 - Transfer to County Clerk Records Management and Preservation Fund**	**33,782.37**	
2102 – County Clerk Records Management and Preservation Fund	**920180 – Fund Balance Reserves**	**5930000 – Budgeted Reserves**	**33,782.37**	
2101 – County Records Management and Preservation Fund	**921010 - Transfers and Reserves**	**5912110 - Transfer to District Clerk Records Management and Preservation Fund**	**129,178.05**	
2110 – District Clerk Records Management and Preservation Fund	**920180 – Fund Balance Reserves**	**5930000 – Budgeted Reserves**	**129,178.05**	
TOTAL - Transfer To			**$ 162,960.42**	

ADDITIONAL COMMENTS:

Budget Office Authorization Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: Lauren Swift

Auditor's Remarks: Budget Amendment will be created in workday pending creation of new revenue/spend categories

Sergio Cruz 07/14/2025

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: _____

SORT ORDER: Object within Fnd C Ct

SELECT Fund: 2101 ; Object Code: 4412111, 4414558

Lg	Fnd	C Ct	Title	Director	St	Tr	FCAT	Fund Typ	Fund	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	2101	116020	County Records Mana	Director of Faciliti	A	BG	1	2	2101	10	110	1160	116020	1701

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
4412111 Probate Civil Filing Fee			Prior to 01/01/24			3,750.00
	01/31/24	JE00060156	1/2024 Probate LCCFF	0.00	1,285.00	5,035.00
	02/29/24	JE00060522	2/2024 Probate LCCFF	0.00	1,425.00	6,460.00
	03/31/24	JE00060525	3/24 Probate LCCFF	0.00	1,150.00	7,610.00
	04/30/24	JE00060528	4/24 Probate LCCFF	0.00	1,690.00	9,300.00
	05/31/24	JE00060531	5/2024 Probate LCCFF	0.00	1,610.00	10,910.00
	06/30/24	JE00060534	6/2024 Probate LCCFF	0.00	1,260.00	12,170.00
	09/01/24	JE00061732	7/2024 Probate LCCFF	0.00	1,105.00	13,275.00
	09/01/24	JE00061734	8/2024 Probate LCCFF	0.00	1,245.00	14,520.00
	09/30/24	JE00061747	9/2024 Probate LCCFF	0.00	1,315.00	15,835.00
		CR	* Object Total *	0.00*	12,085.00*	15,835.00*
4414558 CC Civil Filing Fee			Prior to 01/01/24			7,646.29
	01/31/24	JE00060155	1/2024 CC LCCFF	0.00	2,700.00	10,346.29
	02/29/24	JE00060521	2/2024 CC LCCFF	0.00	3,558.09	13,904.38
	03/31/24	JE00060524	3/2024 CC LCCFF	0.00	2,106.15	16,010.53
	04/30/24	JE00060527	4/24 CC LCCFF	0.00	2,450.00	18,460.53
	05/31/24	JE00060530	5/2024 CC LCCFF	0.00	2,050.00	20,510.53
	06/30/24	JE00060533	6/2024 CC LCCFF	0.00	1,992.88	22,503.41
	09/01/24	JE00061731	7/2024 CC LCCFF	0.00	2,210.00	24,713.41
	09/01/24	JE00061733	8/2024 CC LCCFF	0.00	2,260.00	26,973.41
	09/30/24	JE00061746	9/2024 CC LCCFF	0.00	2,370.25	29,343.66
		CR	* Object Total *	0.00*	21,697.37*	29,343.66*
		DR-CR	** Fnd C Ct Total **	0.00*	33,782.37*	-45,178.66*

Total of $33,782.37 to be transferred from Fund 2101 (County Records Management and Preservation Fund) to Fund 2102 (County Clerk Records Management and Preservation Fund) per SB 1612, effective 1/1/2024.

SORT ORDER: Object within Fnd C Ct

SELECT Fund: 2101 ; Object Code: 4413558

Lg	Fnd	C Ct	Title	Director	St	Tr	FCAT	Fund Typ	Fund	Function	Sub Func	DEPART	DIVISION	DIRECTO
GL	2101	116020	County Records Mana	Director of Faciliti	A	BG	1	2	2101	10	110	1160	116020	1701

Object	Date	Primary Ref.	Transaction Decription	Debit	Credit	Balance
4413558 DC Civil Filing Fee			Prior to 01/01/24			34,639.58
	01/31/24	JE00060034	Rec 01/24 DC LCCFF Breakdown	0.00	9,837.43	44,477.01
	01/31/24	JE00060034	Rec 01/24 DC LCCFF Breakdown	0.00	2,197.10	46,674.11
	02/29/24	JE00060035	Rec 02/24 DC LCCFF Breakdown	0.00	10,550.88	57,224.99
	02/29/24	JE00060035	Rec 02/24 DC LCCFF Breakdown	0.00	2,385.20	59,610.19
	03/31/24	JE00060036	Rec 03/24 DC LCCFF Breakdown	0.00	10,262.79	69,872.98
	03/31/24	JE00060036	Rec 03/24 DC LCCFF Breakdown	0.00	2,693.20	72,566.18
	04/30/24	JE00060811	Rec 04/24 DC LCCFF Breakdown	0.00	13,170.00	85,736.18
	04/30/24	JE00060811	Rec 04/24 DC LCCFF Breakdown	0.00	1,700.00	87,436.18
	05/31/24	JE00060853	Rec 05/24 DC LCCFF Breakdown	0.00	14,278.10	101,714.28
	05/31/24	JE00060853	Rec 05/24 DC LCCFF Breakdown	0.00	3,859.79	105,574.07
	06/30/24	JE00060982	Rec 06/24 DC LCCFF Breakdown	0.00	10,061.99	115,636.06
	06/30/24	JE00060982	Rec 06/24 DC LCCFF Breakdown	0.00	2,820.40	118,456.46
	07/31/24	JE00061202	Rec 07/24 DC LCCFF Breakdown	0.00	10,601.99	129,058.45
	07/31/24	JE00061202	Rec 07/24 DC LCCFF Breakdown	0.00	2,952.00	132,010.45
	08/31/24	JE00061379	Rec 08/24 DC LCCFF Breakdown	0.00	12,360.59	144,371.04
	08/31/24	JE00061379	Rec 08/24 DC LCCFF Breakdown	0.00	3,094.80	147,465.84
	09/30/24	JE00061754	Rec 09/24 DC LCCFF Breakdown	0.00	13,673.39	161,139.23
	09/30/24	JE00061754	Rec 09/24 DC LCCFF Breakdown	0.00	2,678.40	163,817.63
		CR	* Object Total *	0.00*	129,178.05*	163,817.63*
		DR-CR	** Fnd C Ct Total **	0.00*	129,178.05*	-163,817.63*

Total of $129,178.05 to be transferred from Fund 2101 (County Records Management and Preservation Fund) to Fund 2110 (District Clerk Records Management and Preservation Fund) per SB 1612, effective 1/1/2024.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*54.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-149-0721-A
Information Technology- Request transfer from Cyber Security - Other Contract Services & Information Technology - Software Licensing and Maintenance to Information Technology - Other Contract Services to fund Guidehouse change order

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 11:26 am

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000191

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000191
Amendment Date 07/21/2025
Description Commissioner Apffel- This budget transfer reallocates funds from Cybersecurity – Other Contract Services to General Fund – Other Contract Services to cover the change order for additional consulting hours with Guidehouse.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	1101 General Fund		Other Contract Services		Cyber Security	$0.00	$121,400.00	Moving the 121400.00 from Cyber Security to general fund other contract services	
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	159100 Information Technology	1101 General Fund		Software Licensing and Maintenance			$0.00	$66,500.00	Moving 66500 from software maintenance to general fund other contract services	
FY2025 Annual (FY25 Amended Budget)	5481000:Miscellaneous Contract Services	159100 Information Technology	1101 General Fund		Other Contract Services			$187,900.00	$0.00	Total amount needed for Guidehouse change order	

Guidehouse - GalvestonChangeOrder_eeh.pdf

File Name Guidehouse - GalvestonChangeOrder_eeh.pdf
Content Type application/pdf
Updated By Lauren Michaels
Upload Date 07/10/2025 11:30:14 AM
Comment

Process History

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000191

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/10/2025 11:30:15 AM	07/11/2025	Lauren Michaels	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/10/2025 01:24:37 PM	07/12/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	07/11/2025 03:02:15 PM		Lee Clemmer (Budget Specialist)	1	Send Back Reason from Lee Clemmer: Please change the amendment date to 07/21/2025.
Budget Amendment Event	Budget Amendment Event	Submitted	07/14/2025 09:31:45 AM	07/11/2025	Lauren Michaels	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/14/2025 09:59:34 AM	07/16/2025	Misty Witmer (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/14/2025 10:09:58 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/11/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/15/2025 09:52:29 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/15/2025 11:05:48 AM	07/17/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/17/2025	Sergio Cruz (Finance Executive)	1	

Change Order for Workday Postproduction

Galveston County, TX

Title:	Galveston County, TX – Workday Postproduction			
Date Require Initiated:	05/20/2025			
Critical Due Date:	06/01/2025			
Originator Name and Role:	Kyra Cox-Everhart, Optimization Manager			
Type of Change: **(Check all that apply):**		Scope		Requirements/Deliverables
		Schedule		Resources
	X	Budget		Other
Contract Reference ID:	TBD			

I. Description of Change Requested

- Additional $87,000 to complete current Jira tickets (GPPS-2 – GPPS-72).
- Up to an additional $100,900 to support new incoming Jira requests through the remainder of the contract.

II. Impact Assessment

1. **Scope Change**

- None

2. **Schedule/Milestone Changes**

- None

3. **Risk Analysis**

- No project risks anticipated.

4. **Assumptions**

- Assumptions stated in the original contract remain unchanged.

5. **Cost Impact**

- $187,900 NTE

Category	Rate	Hours	Cost
Managing Consultant	$220.00	245	$53,900.00
Senior Consultant	$200.00	400	$80,000.00
Consultant	$144.00	375	$54,000.00

Total Proposed Funding			**$187,900**

6. **Authorization**

Acceptance of this Change Request: Authorization to proceed/approval.

Galveston County, TX Sponsor/Approver Signature

Date

Erin Hutchins

07/07/2025

Guidehouse, Inc. Partner/Approver Signature

Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*55.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-150-0721-B
Justice of the Peace Pct 4 - Request transfer from within Justice of the Peace Precinct #4 - Travel and Conference to Administrative Supplies to fund the additional purchase of print paper and case folders

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 11:34 am

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000192

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000192
Amendment Date	07/21/2025
Description	Judge Mark Henry/ After reviewing our current inventory and projected needs, it has become clear that our existing budget request will not be sufficient to maintain the level of quality and efficiency required to meet the public's needs. We still need to order paper to print documents and folders for our cases. I just placed an order but we will already be over budget.
Amendment Type	Budget Transfer
Balanced Amendment	Yes
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5310000:Administrative Supplies	123401 Justice Court Precint #4	1101 General Fund		Administrative Supplies			$1,000.00	$0.00	Request to transfer from travel to supplies	
FY2025 Annual (FY25 Amended Budget)	5496000:Travel and Transportation	123401 Justice Court Precint #4	1101 General Fund		Travel and Conference			$0.00	$1,000.00	Request to transfer from travel & conf. to supplies	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	07/11/2025 04:18:13 PM	07/12/2025	Diana Gallardo	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/11/2025 04:18:13 PM	07/13/2025	Diana Gallardo (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	07/11/2025 04:23:40 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	Send Back Reason from Joselinne Piedras-Sarabia: Good afternoon! Please provide a detailed justification in the Description.
Budget Amendment Event	Budget Amendment Event	Submitted	07/14/2025 03:33:19 PM	07/12/2025	Diana Gallardo	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/14/2025 03:33:19 PM	07/16/2025	Diana Gallardo (Cost Center Manager)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Approved	07/14/2025 03:34:00 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/12/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	07/14/2025 05:01:25 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Please fill in the relevant spend categories for each line item. Thanks!
Budget Amendment Event	Budget Amendment Event	Submitted	07/15/2025 09:01:42 AM	07/12/2025	Diana Gallardo	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/15/2025 09:01:42 AM	07/17/2025	Diana Gallardo (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/15/2025 09:03:27 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/12/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/15/2025 09:51:46 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/15/2025 11:04:22 AM	07/17/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/17/2025	Sergio Cruz (Finance Executive)	1	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*56.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-151-0721-C
Sheriff's Office - Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Sheriff - Administration - Software Licensing and Maintenance to fund the creation of a website

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 11:57 am

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000193

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000193
Amendment Date 07/21/2025
Description 25-151-0721-C: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Sheriff - Administration - Software Licensing and Maintenance to fund the creation of a website.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	4912000:Transfers - Special Revenue	211101 Sheriff Administration	2901 American Rescue Plan Stimulus Fund	Transfer from American Rescue Plan Stimulus				$0.00	$19,500.00	25-151-0721-C: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Sheriff - Administration - Software Licensing and Maintenance to fund the creation of a website.	
FY2025 Annual (FY25 Amended Budget)	5911000:Transfers Out - General Fund	921010 Transfers and Reserves	2901 American Rescue Plan Stimulus Fund		Transfer to General Fund			$19,500.00	$0.00	25-151-0721-C: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Sheriff - Administration - Software Licensing and Maintenance to fund the creation of a website.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5419000:Other Professional Services	211101 Sheriff Administration	1101 General Fund		Software Licensing and Maintenance			$19,500.00	$0.00	25-151-0721-C: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Sheriff - Administration - Software Licensing and Maintenance to fund the creation of a website.	
FY2025 Annual (FY25 Amended Budget)	4601000:Overnight Pools	000000 General Revenues	2901 American Rescue Plan Stimulus Fund	Texas Class Interest Revenue				$0.00	$19,500.00	25-151-0721-C: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Sheriff - Administration - Software Licensing and Maintenance to fund the creation of a website.	

Revize Website Sales Agreement for Galveston County Sheriff TX 07082025.pdf

File Name Revize Website Sales Agreement for Galveston County Sheriff TX 07082025.pdf
Content Type application/pdf
Updated By Joselinne Piedras-Sarabia
Upload Date 07/14/2025 08:49:09 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/14/2025 08:49:09 AM	07/15/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/14/2025 08:52:53 AM	07/16/2025	Cecilia Carreon on behalf of Jimmy Fullen (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/14/2025 09:20:34 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/15/2025		0	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/14/2025 05:03:10 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	07/15/2025 08:38:13 AM	07/16/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Funding Source: ARPA Interest Earnings
Budget Amendment Event	Budget Amendment Event	Submitted	07/15/2025 08:47:19 AM	07/15/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/15/2025 08:49:56 AM	07/17/2025	Cecilia Carreon on behalf of Jimmy Fullen (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	07/15/2025 09:38:57 AM		Gabriela De Los Santos (Budget Specialist)	1	Send Back Reason from Gabriela De Los Santos: Please update
Budget Amendment Event	Budget Amendment Event	Submitted	07/15/2025 09:53:10 AM	07/15/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/15/2025 10:04:40 AM	07/17/2025	Cecilia Carreon on behalf of Jimmy Fullen (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/15/2025 10:06:42 AM		Gabriela De Los Santos (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/15/2025 10:14:27 AM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/15/2025 11:03:11 AM	07/17/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/17/2025	Sergio Cruz (Finance Executive)	1	

Revize Web Services Sales Agreement

This Sales Agreement is between Galveston County Sheriff, Texas ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 7-8-2025

CLIENT INFORMATION:		**REVIZE LLC:**
Company Name:	**Galveston County Sheriff**	**Revize Software Systems**
Company Address:	**601 54th Street**	**150 Kirts Blvd.**
Company City/State/Zip:	**Galveston, TX 77551**	**Troy, MI 48084**
Contact Name:	**Sarah Rowlands 409.766.2368**	**248-269-9263**
Billing Dept. Contact:	**Sarah.Rowlands@co.galveston.tx.us**	
CLIENT Website Address:	**www.sheriff.galvestoncountytx.gov**	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

Quantity	Description	Price
1	**Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee:**	$1,500.00
1	**Phase 2 – Design Mockups/Wireframes, onetime fee:** • 1 mockup with unlimited rounds of changes • Home page template and inner page design and layout. • Includes Responsive Web Design	$4,500.00
1	**Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee:** • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications	$6,300.00
1	**Phase 5 – Quality Assurance Testing, onetime fee:**	$1,900.00
1	**Phase 6 – Sitemap Development & Content Migration, onetime fee:** • Site map development and content migration from old website including spell checking and style corrections – up to 100 webpages & documents	$3,700.00
1	**Phase 7 –Content Editing Training, onetime fee:**	$1,600.00
1	**Phase 8 – Go Live:**	Included
1	**Grand Total Project Cost**	**$19,500.00**
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 10GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	$4,900.00

Payment Schedule

Payment Amount	Payment Date	Includes
$ 9,775.00	7/22/2025	25% Total Project Costs + Year 1 of Annual Hosting & Maintenance
$ 9,775.00	7/22/2026	25% Total Project Costs + Year 1 of Annual Hosting & Maintenance
$ 9,775.00	7/22/2027	25% Total Project Costs + Year 1 of Annual Hosting & Maintenance
$ 9,775.00	7/22/2028	25% Total Project Costs + Year 1 of Annual Hosting & Maintenance
$ 4,900.00	7/22/2029	Year 5 of Annual Hosting & Maintenance

AGREED TO BY:	***CLIENT***	***REVIZE***
Signature of Authorized Person:	_____	_____
Name of Authorized Person:	_____	***Thomas Jean***
Title of Authorized Person	_____	***Project Manager***
Date:	_____	_____

Please sign and return to: Thomas@revize.com Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for $3 per web page or document.
4. Additional bandwidth is available at $360 per year for each additional 50GB per month.
5. Additional website storage is available at $500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
    a. The primary communication tool for this project and future tech support is the Revize customer portal found at https://support.revize.com.
    b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
    c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Four-year contract. CLIENT may terminate this agreement upon 60 day written notice to Revize before annual service renewal date listed within payment schedule on page 2 of this agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Revize will integrate the following web applications into your website

The Following Applications & Features will be integrated into Your Website:
In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Revize provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Curated "Smart" Search
- Online Interactive Forms with Bookables
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*57.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-152-0721-D
General Government- Request transfer from General Fund - Budgeted Reserves to Public Health - Buildings to fund Work Order #3 for the Mental Health Wellness Center

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 11:41 am

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000194

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000194
Amendment Date 07/21/2025
Description 25-152-0721-D: Request transfer from General Fund - Budgeted Reserves to Public Health - Buildings to fund Work Order #3 for the Mental Health Wellness Center.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5700000:Capital Outlays	411010 Public Health	1101 General Fund		Buildings		Behavior Health Observation Unit	$12,960.00	$0.00	25-152-0721-D: Request transfer from General Fund - Budgeted Reserves to Public Health - Buildings to fund Work Order #3 for the Mental Health Wellness Center.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$12,960.00	25-152-0721-D: Request transfer from General Fund - Budgeted Reserves to Public Health - Buildings to fund Work Order #3 for the Mental Health Wellness Center.	

TTH Work Order 3 - MHWC Wage Compliance.pdf

File Name TTH Work Order 3 - MHWC Wage Compliance.pdf
Content Type application/pdf
Updated By Joselinne Piedras-Sarabia
Upload Date 07/14/2025 09:09:15 AM
Comment

TTH - MHWC Wage Compliance Add.pdf

File Name TTH - MHWC Wage Compliance Add.pdf

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000194

Content Type application/pdf
Updated By Joselinne Piedras-Sarabia
Upload Date 07/14/2025 09:09:15 AM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/14/2025 09:09:15 AM	07/15/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Sent Back	07/14/2025 09:11:51 AM	07/16/2025	Diana Huallpa Trevino (Cost Center Manager)	1	Send Back Reason from Diana Huallpa Trevino: Update needed.
Budget Amendment Event	Budget Amendment Event	Submitted	07/14/2025 09:15:04 AM	07/15/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/14/2025 09:16:26 AM	07/16/2025	Linda Liechty (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/14/2025 09:19:45 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/14/2025 09:34:01 PM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/15/2025 08:40:43 AM	07/16/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/17/2025	Sergio Cruz (Finance Executive)	1	

Work Order #3
To
Project Management Services Agreement

Work Order Effective Date: July 1, 2025

This Work Order #3 is attached to and forms part of the Project Management Services Agreement, dated as of **October 2, 2023**, by and between **County of Galveston, TX** ("Client") and Turner & Townsend Heery, LLC ("HEERY") (as it may be amended, the "Agreement"). Capitalized terms used in this Work Order without definition that are defined in the Agreement shall have the meanings set forth therein.

This Work Order shall be governed by and construed in accordance with the laws described in the Agreement unless amended for this Work Order below.

☒ This Work Order shall be governed by and construed in accordance with the laws of the State of **Texas** without regard to conflicts of laws principles.

1. Project Description. For purposes of this Work Order, the Project shall be as described below, which shall be the Project for purposes of this Work Order:

Mental Health Wellness Center located in La Marque, TX

2. Target Completion Date and Schedule. The target completion date for the Project is **August 30, 2025**, and the Schedule is as described below:

January 1, 2025, through August 30, 2025

3. Specific Duties. In providing the Services, HEERY shall have the duties as defined in Exhibit 1 – Scope of Services attached hereto with respect to the Project.

4. Project Management Services Fees. As compensation for the performance of the Services in connection with the Project, Client shall pay to HEERY a fee as set forth in Exhibit 2 – Compensation for Services attached hereto. The project management fee shall be equitably adjusted if the Services extend beyond the scheduled completion date of the Project, or if the originally contemplated scope of Services is materially increased.

5. Variable Services and Fees. Client and HEERY may agree that HEERY will provide additional variable services and resources and will compensate HEERY based on actual hours spent by HEERY personnel on such services utilizing the hourly rate schedule below:

Title	Rate per Hour
Project Executive	$ 260.00
Senior Project Manager	$ 191.50
Project Manager	$ 155.00

6. Sales and Use Taxes. Client will pay any sales, use, gross receipts, value-added or other consumption-based taxes with respect to any goods and services provided to Client by HEERY or any subcontractor or any goods or services procured by HEERY as Client's agent or for the benefit of Client. Client shall retain the right to contest any such taxes assessed against Client.

7. Reimbursable Items. Client shall reimburse HEERY for all costs, expenses and charges of HEERY in connection with the Services, as approved by Client individually or as included in an approved reimbursable budget, and will include the following expenses: reproduction of drawings; messenger service; conference calling service charges; overnight delivery; travel (mileage) to locations other than the Project

jobsite, including consultant offices or other Project related travel, long distance travel, lodging and meals when pre-approved by Client; subcontractor fees and expenses without mark-up; parking; sales and use taxes and, if applicable, value added taxes paid on behalf of Client; freight and shipping costs paid on behalf of Client; and any specific non-recurring charges directly attributable to the Project and approved by Client.

8. Timing. All sums due to HEERY from Client under this Work Order shall be paid within thirty (30) days following receipt of an invoice from HEERY. Client's obligation to pay or reimburse HEERY as provided in this Work Order shall survive the expiration or termination hereof. All payments to HEERY hereunder shall be made in the amounts then due and without set-off. If HEERY is responsible for payment of Construction Professionals on Client's behalf, HEERY shall not be liable for making payments late or failing to make payments to Construction Professionals (i) if so directed by Client, (ii) if Client fails to provide sufficient funds to pay Construction Professionals, or (iii) if Client is in default of its payment obligations under this Agreement, and Client shall indemnify, defend and hold harmless HEERY against any and all Claims that HEERY may incur as a result thereof.

IN WITNESS WHEREOF, the Parties have executed this Work Order effective as of the date first above written.

COUNTY OF GALVESTON COUNTY, TEXAS

By:_____
Name:
Title:

TURNER & TOWNSEND HEERY, LLC

By:_____
Name:
Title:

TURNER & TOWNSEND HEERY, LLC

By:_____
Name:
Title:

EXHIBIT 1

SCOPE OF SERVICES

HEERY will assist Client with the Project. The Services consist of those described below and include usual and customary Project coordination and administration of the Construction Contract.

Wage Compliance Management:

- Compile, review, and validate wage reports from contractors and subcontractors.
- Monitor and track reports via Procore or other project management tool.
- Notify contractors of non-compliance when discovered.
- Track and report corrective actions in response to non-compliance notices.

EXHIBIT 2

COMPENSATION FOR SERVICES

STIPULATED SUM FEE BASIS

1. Project Management Services Fees. As compensation for the performance of Services as defined in this Work Order, Client shall make the reimbursements provided for below and shall pay to HEERY a stipulated sum equal to $**12,960**, making the new total project fees $694,084.

2. Progress Payments. HEERY will invoice Client on a monthly basis, in a format that is agreeable to Client, based on progress of the Services towards the Target Completion Date and Schedule defined in this Work Order. The HEERY Project Management Compensation Schedule sets forth the distribution of the fees.

Calendar Year	ANNUAL SUBTOTAL	Month	Period	Monthly Draw	Monthly %	Cumulative Drawn	Remaining Balance
2023	$ 83,722	Oct-23	1	$ 27,907	4.02%	$ 27,907	$ 666,177
		Nov-23	2	$ 27,907	4.02%	$ 55,815	$ 638,269
		Dec-23	3	$ 27,907	4.02%	$ 83,722	$ 610,362
2024	$ 366,165	Jan-24	4	$ 27,907	4.02%	$ 111,629	$ 582,455
		Feb-24	5	$ 27,907	4.02%	$ 139,537	$ 554,547
		Mar-24	6	$ 31,035	4.47%	$ 170,572	$ 523,512
		Apr-24	7	$ 31,035	4.47%	$ 201,607	$ 492,477
		May-24	8	$ 31,035	4.47%	$ 232,642	$ 461,442
		Jun-24	9	$ 31,035	4.47%	$ 263,677	$ 430,407
		Jul-24	10	$ 31,035	4.47%	$ 294,712	$ 399,372
		Aug-24	11	$ 31,035	4.47%	$ 325,747	$ 368,337
		Sep-24	12	$ 31,035	4.47%	$ 356,782	$ 337,302
		Oct-24	13	$ 31,035	4.47%	$ 387,817	$ 306,267
		Nov-24	14	$ 31,035	4.47%	$ 418,852	$ 275,232
		Dec-24	15	$ 31,035	4.47%	$ 449,887	$ 244,197
2025	$ 244,197	Jan-25	16	$ 31,929	4.60%	$ 481,816	$ 212,268
		Feb-25	17	$ 31,929	4.60%	$ 513,745	$ 180,339
		Mar-25	18	$ 31,929	4.60%	$ 545,674	$ 148,410
		Apr-25	19	$ 31,929	4.60%	$ 577,603	$ 116,481
		May-25	20	$ 31,929	4.60%	$ 609,532	$ 84,552
		Jun-25	21	$ 31,929	4.60%	$ 641,461	$ 52,623
		Jul-25	*22*	*$ 17,541*	*2.53%*	*$ 659,002*	*$ 35,082*
		Aug-25	*23*	*$ 17,541*	*2.53%*	*$ 676,543*	*$ 17,541*
		Sep-25	*24*	*$ 17,541*	*2.53%*	*$ 694,084*	*$ -*
TOTAL	**$ 694,084**			$ 694,084	100.00%	$ 694,084	$ -

3.

July 1, 2025

Tyler Drummond, Chief of Staff
The County of Galveston, Texas
tyler.drummond@co.galveston.tx.us

Turner & Townsend Heery
10777 Westheimer Rd., Suite 1160
Houston, TX 77042
713-457-9400
www.turnerandtownsend.com

For the attention of Tyler Drummond, Chief of Staff

Dear Mr. Drummond,

Add Service Request for Owner's Representation Services – Mental Health Wellness Center

Pursuant to Section 1.2 of the Project Management Services Agreement between the County of Galveston, TX ("the County") and Turner & Townsend Heery ("Heery"), I am writing to formally request approval of additional services that Heery is proposing to provide for the Mental Health Wellness Center in La Marque, TX.

At the request of Galveston County, Heery is proposing to provide Wage Compliance Management for the project through substantial completion, including reviewing past logs dating back to January 2025. These services will only be performed for the new Mental Health Wellness Center project currently under construction, and will conclude upon final completion, anticipated to be August 30, 2025. Heery will utilize the same system the County has previously used, including conducting onsite interviews once per month.

Heery respectfully submits a lump sum proposal of **$12,960** to provide the above-mentioned additional services through the current projected substantial completion date of August 30, 2025. Please note the following:

- The lump sum fee includes standard incidental expenses related to the daily work, including mileage and technology needs for Heery staff to efficiently perform their work;
- Invoices will be monthly per an agreed upon billing schedule, revised per the attached exhibit;
- Turner & Townsend Heery will not exceed the agreed upon fee without prior approval from the County.

As always, Turner & Townsend Heery is committed to the success of our Clients and we are thankful for the opportunity to work with you. Please let us know of any questions or concerns.

Yours faithfully,

Gary Whittle, MBA, CCM, LEED AP
Director
Turner & Townsend Heery
e: gary.whittle@turntown.com

Copy:

Misty Witmer – Interim Facilities Director / Chief Information Officer, Galveston County

DRAW SCHEDULE – GALVESTON COUNTY
Mental Health Welness Center
Revised July 1, 2025

Calendar Year	ANNUAL SUBTOTAL	Month	Period	Monthly Draw	Monthly %	Cumulative Drawn	Remaining Balance
2023	$ 83,722	Oct-23	1	$ 27,907	4.02%	$ 27,907	$ 666,177
		Nov-23	2	$ 27,907	4.02%	$ 55,815	$ 638,269
		Dec-23	3	$ 27,907	4.02%	$ 83,722	$ 610,362
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		Jun-24	9	$ 31,035	4.47%	$ 263,677	$ 430,407
		Jul-24	10	$ 31,035	4.47%	$ 294,712	$ 399,372
		Aug-24	11	$ 31,035	4.47%	$ 325,747	$ 368,337
		Sep-24	12	$ 31,035	4.47%	$ 356,782	$ 337,302
		Oct-24	13	$ 31,035	4.47%	$ 387,817	$ 306,267
		Nov-24	14	$ 31,035	4.47%	$ 418,852	$ 275,232
		Dec-24	15	$ 31,035	4.47%	$ 449,887	$ 244,197
2025	$ 244,197	Jan-25	16	$ 31,929	4.60%	$ 481,816	$ 212,268
		Feb-25	17	$ 31,929	4.60%	$ 513,745	$ 180,339
		Mar-25	18	$ 31,929	4.60%	$ 545,674	$ 148,410
		Apr-25	19	$ 31,929	4.60%	$ 577,603	$ 116,481
		May-25	20	$ 31,929	4.60%	$ 609,532	$ 84,552
		Jun-25	21	$ 31,929	4.60%	$ 641,461	$ 52,623
		Jul-25	*22*	*$ 17,541*	*2.53%*	*$ 659,002*	*$ 35,082*
		Aug-25	*23*	*$ 17,541*	*2.53%*	*$ 676,543*	*$ 17,541*
		Sep-25	*24*	*$ 17,541*	*2.53%*	*$ 694,084*	*$ -*
TOTAL	**$ 694,084**			$ 694,084	100.00%	$ 694,084	$ -

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*58.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-153-0721-E
Professional Services- Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 11:47 am

View Budget Amendment: Budget Amendment: - Award LTD Budget on 07/21/2025 : BAT-0000195

Company The County of Galveston
Plan Template Award LTD Budget : AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1)
Plan AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1)
Organizing Dimension Type
Amendment ID BAT-0000195
Amendment Date 07/21/2025
Description 25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.
Amendment Type Award Budget Adjustment
Balanced Amendment Yes
Entry Type Award
Status Available

Budget Amendment Entries

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000088 Mental Health	2901 American Rescue Plan Stimulus Fund	411010 Public Health	Project: Behavior Health Observation Unit	$504,015.45	$0.00	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000708 Avenue P Drainage in Santa Fe	2901 American Rescue Plan Stimulus Fund	312110 Road Department		$0.00	$250,000.54	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000086 GC Health District	2901 American Rescue Plan Stimulus Fund	411010 Public Health		$0.00	$11,214.91	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000585 Employee Augmentation	2901 American Rescue Plan Stimulus Fund	159100 Information Technology		$0.00	$242,800.00	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5700000:Capital Outlays	GR-0000088 Mental Health	2901 American Rescue Plan Stimulus Fund	411010 Public Health	Project: Behavior Health Observation Unit	$504,015.45	$0.00	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5415000:Consulting and Special Studies	GR-0000708 Avenue P Drainage in Santa Fe	2901 American Rescue Plan Stimulus Fund	312110 Road Department		$0.00	$250,000.54	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5415000:Consulting and Special Studies	GR-0000086 GC Health District	2901 American Rescue Plan Stimulus Fund	411010 Public Health		$0.00	$11,214.91	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5481000:Miscellaneous Contract Services	GR-0000585 Employee Augmentation	2901 American Rescue Plan Stimulus Fund	159100 Information Technology		$0.00	$242,800.00	25-153-0721-E: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Public Health - Capital Outlay to fund furniture for the Mental Health Wellness Center.	

Contract McCoy Rockford - Fully Executed.pdf

File Name Contract McCoy Rockford - Fully Executed.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 07/14/2025 02:45:00 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/14/2025 04:03:28 PM	07/15/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Budget Specialist	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Budget Manager	Not Required	Diana Huallpa	07/15/2025		0	
Budget Amendment Event	Approval by Finance Executive	Not Required		07/15/2025		0	

State of Texas §
§
County of Galveston §

Contract

This contract is entered into between the County of Galveston, (County) a political subdivision of the State of Texas, and McCoy-Rockford Commercial Interiors (McCoy).

County is constructing the Galveston County Mental Health Wellness Center a social rehabilitation facility that houses 20 beds. The facility will require specialty furniture and McCoy will procure the required furnishings for the facility via purchasing cooperatives.

I. Terms

1. **Recitals true**. The Parties acknowledge and agree that the Recitals set forth in the Preamble above are true and correct.

2. The products are made to order and the County agrees to pay a 50% payment to order the furniture the initial payment with the order will be $252,008.00 payable by December 16, 2024, with a second payment of 25% when shipped in the amount of $126,004.00, and a final payment of 25% payment when installed in the amount of $126,003.45. When all payments have been issued the amount will total $504,015.45. See exhibit A.

3. There will be a shipping hold on products for several months if ordered before December 16, 2024. Storage charges commence after June 30, 2025 if the County has not accepted delivery.

4. **Authority to Bind**. 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.

This Agreement referenced herein is hereby **EXECUTED** by the Parties hereto, each Party acting by and through its duly official as required by law.

Galveston County:

By: _____
Mark Henry, County Judge

Date: December 9, 2024

McCoy Rockford Commercial Interiors:

By: Chris Erdeljac Digitally signed by Chris Erdeljac Date: 2024.12.04 09:55:58 -06'00'
Chris Erdeljac, President

Date: 12/4/2024

ATTEST:

_____
Dwight D. Sullivan, County Clerk

McCOY ROCKFORD
COMMERCIAL INTERIORS

6869 Old Katy Road
Houston, Texas 77024
713.862.4600
mccoy-rockford.com

Quotation 251180
Quote Date 04/19/24
Customer STA099
Terms NET 30 DAYS
Account Representative ANTHONY STANDLEY

Quote To

Mark Garcia
722 Moody St. – 6th Floor
Galveston, Texas 77550

Ship To

Galveston County Mental Health Wellness Center
1207 Oak Street
La Margue, TX 77568

STEELCASE OMNIA
SITONIT OMNIA
SPEC TIPS CONTRACT
PINEAPPLE; TIPS CONTRACT
HON: ONMIA CONTRACT
OFS/CAROLINA: OMNIA CONTRACT
GORIC/EUROFLEX: OPEN MARKET
WESTELM: OPEN MARKET

* **Thank you for this opportunity!**
* **Quote valid for 30 days from quote date. Please review this quote carefully as these products are made to order and as such are non-returnable.**
* **Price quoted includes delivery and installation during normal business hours, 7:30am - 4:30pm. After hours to be quoted upon request.**
* ~~**65%-100% advance payment will be required based on credit approval along with a signed copy of all pages of the quote in order to proceed; credit card payments are accepted with a 3.5% fee.**~~
* ~~**Deliveries not concluded within 30 days of product receipt at the warehouse will be invoiced with payment due immediately and storage charges will commence.**~~
* **Late delivery schedule changes may incur additional charges for trip charges and warehouse handling fees.**
* **Full uniform conditions of sale are listed the last page of this quote and apply in full.**

	Description	Quantity	Unit Price	Extended Price
1	**436AIR3D** - Steelcase Series 2; Chair-Air back, 3D microknit **Back Color Scheme:** Contrasting Outer Back **Back Finish:** 3D Microknit 5T29 - GRAPHITE **Air Back Finish:** Plastic - PG1 6205 - BLACK **Seat Finish:** Foundation 5875 - BLACK **Sewn Seat Upholstery Type:** Sewn **Color Scheme:** Black **Base Finish:** Plastic - PG1 6205 - BLACK **Headrest Option:** No Headrest **Coat Hanger:** No Coat Hanger **Lumbar Option:** Adjustable Lumbar	23	550.76	12,667.48

Accepted by_____ Title_____ Date_____

6869 Old Katy Road
Houston, Texas 77024
713.862.4600
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
1	**Arm Type:** Height,Width,Pivot,Depth Arm **Cylinder Type:** Standard Range **Caster or Glide Type:** Hard Casters **Soil Retardant Option:** No Soil Retardant STEELCASE **Tag For** S01			
2	**436AIR3DSTOOL** - Steelcase Series 2; Stool-Air back, 3D microknit **Back Color Scheme:** Contrasting Outer Back **Back Finish:** 3D Microknit 5T29 - GRAPHITE **Air Back Finish:** Plastic - PG1 6205 - BLACK **Seat Finish:** Foundation 5875 - BLACK **Sewn Seat Upholstery Type:** Sewn **Color Scheme:** Black **Base Finish:** Plastic - PG1 6205 - BLACK **Headrest Option:** No Headrest **Coat Hanger:** No Coat Hanger **Lumbar Option:** Adjustable Lumbar **Arm Type:** Armless **Caster or Glide Type:** Soft Casters **Soil Retardant Option:** No Soil Retardant STEELCASE **Tag For** S01A	4	545.43	2,181.72
3	**490412** - Move; Chair, Plastic back, Arms, Glides **FRAME:** 4799 PLATINUM METALLIC **SHELL:** 6337 ELEMENT **UPHLSTRY:** 59DF GRADED IN PR. GRP. 6 DESIGN TEX FABRICS, INC. Purchaser: VENDOR Pattern: TRAVELER -3083 Color: TRAVERTINE -801 Direction: VERTICAL **GLIDES:** *OPT:GLIDES **HARD GLD:** STD:HARD GLIDES STEELCASE **Tag For** S07 RM 126	5	335.04	1,675.20
4	**490410** - Move; Chair, Plastic back, No arms, Glides **FRAME:** 4799 PLATINUM METALLIC	3	335.04	1,005.12

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
4 **SHELL:** 6337 ELEMENT **UPHLSTRY:** 59DF GRADED IN PR. GRP. 6 DESIGN TEX FABRICS, INC. Purchaser: VENDOR Pattern: TRAVELER -3083 Color: TRAVERTINE -801 Direction: VERTICAL STEELCASE **Tag For** S07A RM 126			
5 **3272.TBT15TS4242TH29** - Parallon Base, Disc Base, For 42" Square Tabletop, 29" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides SIT ON IT **Tag For** T03	1	245.64	245.64
6 **3271.TBT15.TS4242** - Parallon Tabletop, Disc Base, 42" Square **Laminate Grade Selection:** **GR2:** Grade 2 Laminate **TL50:** Neo Walnut **TE5:** Flat Edge SIT ON IT **Tag For** T03	1	265.88	265.88
7 **3272.TBT15TR3030TH29** - Parallon Base, Disc Base, For 30" Round Tabletop, 29" Height **Base Finish Selection:** **BF01:** Silver **Foot Style Option:** **LS18:** Fixed / Glides SIT ON IT **Tag For** T03A	2	245.64	491.28
8 **3271.TBT15.TR3030** - Parallon Tabletop, Disc Base, 30" Round **Laminate Grade Selection:** **GR2:** Grade 2 Laminate **TL50:** Neo Walnut **TE5:** Flat Edge SIT ON IT	2	205.16	410.32

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
8	**Tag For** T03A			
9	**SSHARDI** - Hardi Bed (8902) Bed Finish: RAL 5014 c/w a Behavioural Health Mattress - 4" Urethane Sealed Seam Cover c/w a Floor Mounting Kit SPEC FURNI **Tag For** CG02	9	2,188.00	19,692.00
10	**SSHARDI** - Hardi Bedside Table (8905) Bedside table Finish: RAL 5014 c/w a Floor Mounting Kit HARDWARE NOT PROVIDED SPEC FURNI **Tag For** ST02	9	561.00	5,049.00
11	**TBULLET** - Bullet table: 42 in. deep x 60 in. long 29 in. high 1-Disc base (DISC), Base: Paint - Standard Spectone Finish TBA, Top Surface: Laminate - Standard Wilsonart, Arborite, Formica, Nevamar or Pionite - Please Specify at the time of order Edge: 2mm Bio edge banding - Flat 1" - TBA - 1" Core table Comes w/ Wall Mounting Brackets. Hardware Not Included SPEC FURNI **Tag For** T06	4	1,318.00	5,272.00
12	**SMALL (345MM) EPDM** - GORIC / EUROFLEX Full Ball - Small (345mm) - EPDM Diam. = 345mm / 13.5". -Surface mount base plates are available for an additional fee - see line item below. MCCOYROCKF **Tag For** EUROFLEX	2	554.67	1,109.34
13	**MEDIUM (500MM) EPDM** - GORIC / EUROFLEX Full Ball - Medium (500mm) - EPDM Diam. = 500mm / 19.6". -Surface mount base plates are available for an additional fee - see line item below MCCOYROCKF **Tag For** EUROFLEX	2	1,152.00	2,304.00
14	**LARGE (695MM) EPDM** - GORIC / EUROFLEX Full Ball - Large (695mm) - EPDM Diam. = 695mm / 27.3". -Surface mount base plates are available for an additional fee - see	2	1,784.53	3,569.06

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
14	line item below MCCOYROCKF **Tag For** EUROFLEX			
15	**SURFACE MOUNT STEEL** - GORIC / EUROFLEX Surface Mount Steel Base Plate Additional price for surface mount option. MCCOYROCKF **Tag For** EUROFLEX	6	200.53	1,203.18
16	**1AUOB-200-H** - ACUMEN OPEN Nightstand Hickory PINEAPPLE **Tag For** ROOM# CRU	12	633.00	7,596.00
17	**1AUA-103-H** - ACUMEN Twin Bed 3' incl. floor fixing kit Hickory PINEAPPLE **Tag For** ROOM# 169	2	2,142.00	4,284.00
18	**1AUH-001-H** - ACUMEN Headboard 3' Hickory PINEAPPLE **Tag For** ROOM# 169	2	257.40	514.80
19	**1TRM6-75-36** - TAURUS Foam Mattress Acumen (6" x 75" x 36") PINEAPPLE **Tag For** ROOM# 169	2	736.80	1,473.60
20	**1AUA-103-H** - ACUMEN Twin Bed 3' incl. floor fixing kit Hickory PINEAPPLE **Tag For** ROOM# 172	2	2,142.00	4,284.00
21	**1AUH-001-H** - ACUMEN Headboard 3' Hickory PINEAPPLE **Tag For** ROOM# 172	2	257.40	514.80
22	**1TRM6-75-36** - TAURUS Foam Mattress Acumen (6" x 75" x 36") PINEAPPLE **Tag For** ROOM# 172	2	736.80	1,473.60
23	**1AUA-103-H** - ACUMEN Twin Bed 3' incl. floor fixing kit Hickory PINEAPPLE **Tag For** ROOM# 173	2	2,142.00	4,284.00
24	**1AUH-001-H** - ACUMEN Headboard 3' Hickory PINEAPPLE **Tag For** ROOM# 173	2	257.40	514.80
25	**1TRM6-75-36** - TAURUS Foam Mattress Acumen	2	736.80	1,473.60

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
25	(6" x 75" x 36") PINEAPPLE **Tag For** ROOM# 173			
26	**1AUA-103-H** - ACUMEN Twin Bed 3' incl. floor fixing kit Hickory PINEAPPLE **Tag For** ROOM# 176	2	2,142.00	4,284.00
27	**1AUH-001-H** - ACUMEN Headboard 3' Hickory PINEAPPLE **Tag For** ROOM# 176	2	257.40	514.80
28	**1TRM6-75-36** - TAURUS Foam Mattress Acumen (6" x 75" x 36") PINEAPPLE **Tag For** ROOM# 176	2	736.80	1,473.60
29	**1AUA-103-H** - ACUMEN Twin Bed 3' incl. floor fixing kit Hickory PINEAPPLE **Tag For** ROOM# 180	2	2,142.00	4,284.00
30	**1AUH-001-H** - ACUMEN Headboard 3' Hickory PINEAPPLE **Tag For** ROOM# 180	2	257.40	514.80
31	**1TRM6-75-36** - TAURUS Foam Mattress Acumen (6" x 75" x 36") PINEAPPLE **Tag For** ROOM# 180	2	736.80	1,473.60
32	**1AUA-103-H** - ACUMEN Twin Bed 3' incl. floor fixing kit Hickory PINEAPPLE **Tag For** ROOM# 183	2	2,142.00	4,284.00
33	**1AUH-001-H** - ACUMEN Headboard 3' Hickory PINEAPPLE **Tag For** ROOM# 183	2	257.40	514.80
34	**1TRM6-75-36** - TAURUS Foam Mattress Acumen (6" x 75" x 36") PINEAPPLE **Tag For** ROOM# 183	2	736.80	1,473.60
35	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 104	3	1,249.20	3,747.60
36	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted),	4	1,249.20	4,996.80

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
36	upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 107			
37	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 108	4	1,249.20	4,996.80
38	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 109	8	1,249.20	9,993.60
39	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 110	7	1,249.20	8,744.40
40	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 113	2	1,249.20	2,498.40
41	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 114 S02	2	1,249.20	2,498.40
42	**1RYD-00-DB** - RYNO Dining Chair, Dusty Blue, (Unweighted) PINEAPPLE **Tag For** ROOM# 117	1	594.00	594.00
43	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 137	2	1,249.20	2,498.40
44	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 148	9	1,249.20	11,242.80
45	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 153	8	1,249.20	9,993.60
46	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC	4	1,249.20	4,996.80

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
46	PINEAPPLE **Tag For** ROOM# 154			
47	**1RYD-00-DB** - RYNO Dining Chair, Dusty Blue, (Unweighted) PINEAPPLE **Tag For** ROOM# 155	1	594.00	594.00
48	**1RYD-00-DB** - RYNO Dining Chair, Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** ROOM# 169	2	752.40	1,504.80
49	**1RYD-02-DB** - RYNO Dining Chair, Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** ROOM# 172	2	752.40	1,504.80
50	**1RYD-02-DB** - RYNO Dining Chair, Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** ROOM# 173	2	752.40	1,504.80
51	**1RYD-02-DB** - RYNO Dining Chair, Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** ROOM# 176	2	752.40	1,504.80
52	**1RYD-02-DB** - RYNO Dining Chair, Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** ROOM# 180	2	752.40	1,504.80
53	**1RYD-02-DB** - RYNO Dining Chair, Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** ROOM# 183	2	752.40	1,504.80
54	**1RYD-00S-A-01** - RYNO Dining Chair, Dusty Blue, (Unweighted), upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 184	4	1,249.20	4,996.80
55	**1RYD-02-DB** - RYNO Dining Chair, Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** ROOM# 195	3	752.40	2,257.20
56	**1RYC-00-DB** - RYNO Club Chair, Dusty Blue, (Unweighted) Upholstered in Panaz Aston TBC PINEAPPLE	16	1,509.00	24,144.00

Tag For

Qty	Description
1	ROOM# 104
4	ROOM# 109
4	ROOM# 110

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
56	3 ROOM# 148 4 ROOM# 153			
57	**1RYC-02-DB** - RYNO Club Chair Dusty Blue, weighted to 76lbs PINEAPPLE **Tag For** **Qty** **Description** 1 ROOM# 195	1	1,039.80	1,039.80
58	**1ZENRP1-900-B** - ZEN PLUS Rocker Upholstered in Haven Delph 108 PINEAPPLE **Tag For** **Qty** **Description** 1 ROOM# 141 1 ROOM# 185	2	2,708.40	5,416.80
59	**1RYR-123-WT** - RYNO Rocker Warm Terracotta (Weighted to approx. 96lbs) PINEAPPLE **Tag For** **Qty** **Description** 2 ROOM# 148 2 ROOM# 195	4	2,484.60	9,938.40
60	**1RYL-02S-CG-A** - RYNO Lounge Chair, Cool Green, weighted to 81lbs, upholstered seat in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 148	4	1,369.20	5,476.80
61	**1RYL-02-CG** - RYNO Lounge Chair, Cool Green, weighted to 81lbs PINEAPPLE **Tag For** ROOM# 195	2	786.60	1,573.20
62	**1RYC-O** - RYNO Chair outdoor conversion PINEAPPLE	2	22.20	44.40
63	**1LV1-134B-MG** - LEVO Reduced ligature recliner with Moonwalk Gray sides, seat and back Upholstered in Haven Delph 108, weighted to 198lbs PINEAPPLE **Tag For** ROOM# 148	3	6,958.20	20,874.60
64	**1RYU-02S-MG-A** - RYNO Tub Chair, Moonwalk Gray, weighted to 85lbs, seat upholstered in Panaz Aston TBC PINEAPPLE **Tag For** ROOM# 148	7	1,441.80	10,092.60
65	**1RY2-123-WT** - RYNO 2-Seater Warm Terracotta (Weighted to approx. 127lbs) PINEAPPLE	1	3,809.40	3,809.40

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
65	**Tag For** ROOM# 148			
66	**1RYF-02-MG** - RYNO Coffee Table, Moonwalk Gray, weighted to 70lbs PINEAPPLE **Tag For** ROOM# 195	1	822.00	822.00
67	**1CST-7070-WT** - CUMULUS Dining Table 27.56 x 27.56 in. White Top PINEAPPLE **Tag For** **Qty** **Description** 1 ROOM# 137 2 ROOM# 177 1 ROOM# CUR PATIO	4	1,086.00	4,344.00
68	**1CST-1212-WT** - CUMULUS Dining Table 47.24 x 47.24 in. White Top PINEAPPLE **Tag For** ROOM# 177	2	1,809.00	3,618.00
69	**1RYPT-260-MG** - RYNO Pedestal Table Moonwalk Gray (Weighted to 116lbs) PINEAPPLE **Tag For** ROOM# 195	1	2,302.20	2,302.20
70	**HNL2116MBF** - 15-3/4x20-1/8x21-1/2 Mobile Pedestal box/file **Select Handle Detail:** **.E:** Loop/Satin **Select Chassis Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Front Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood HON **Tag For** WS02	2	482.40	964.80
71	**HLSL2016PH2** - Ped Cushion: 20x15.8x1 **Select Fabric:** **$(1):** Grd 1 Uph **.UR:** Contourett **21:** Steel HON **Tag For** WS02	2	194.85	389.70

Accepted by:_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
72	**HNL3672BUEP** - 72x36x29-1/2 Bullet Peninsula w/end panel **Select Edge Detail:** **.G:** Smooth, Flat **DE:** Beigewood **Select Top Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Chassis Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood HON **Tag For** WS02	2	583.65	1,167.30
73	**HPC190X** - Park Ave Support Column for Bullet Jetty Boomerng Pen **Select Paint:** **$(P1):** P1 Paint Opts **.P:** Black HON **Tag For** WS02	2	100.80	201.60
74	**HNL2448RP** - 48x24x29-1/2 Return Rt **Select Edge Detail:** **.G:** Smooth, Flat **DE:** Beigewood **Select Handle Detail:** **.E:** Loop/Satin **Select Grommet Color:** **.P:** Black **Select Top Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Chassis Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Front Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood HON	2	658.80	1,317.60

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
74	**Tag For** WS02			
75	**HNL3630TB** - 30Wx35-1/4H Wall Mount Tackboard **Fabric Selection:** **$(B):** Grd B Fab **.COA:** Coast **14:** Channel HON **Tag For** WS02	6	175.05	1,050.30
76	**H15923A** - Flagship B/F Mobile Ped 22H x15W x 22-7/8D/A Pull **Lock/Omt Opts:** **.L:** Standard Random Key Lock **Select Paint Color:** **$(P1):** P1 Paint Opts **.P8T:** Titanium HON **Tag For** ST03	9	347.49	3,127.41
77	**HPSEAT24ND** - Contain 15x24 Pedestal Cushion **Select Upholstery for PSEAT24:** **$(1):** Grd 1 Uph **.UR:** Contourett **21:** Steel HON **Tag For** ST03	9	120.34	1,083.06
78	**H9184N** - Flagship 36W 4-Drw "N" Pull Lat 52-1/2H 18D w/o Post **Lock/Omt Opts:** **.L:** Standard Random Key Lock **Select Paint Color:** **$(P1):** P1 Paint Opts **.P8T:** Titanium HON **Tag For** ST04	2	1,092.18	2,184.36
79	**HIGS6** - Ignition Guest/Multi-Purpose Chair Four-Leg Stacking **Select Arm Type:** **.F:** Fixed **Select Caster/Glide Option:** **.E:** Nylon Glide	6	365.85	2,195.10

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
79 **Select Back:** **.IK:** 4-Way Brownstone **Select Upholstery:** **$(6):** Grade 6 Uph **.CRS:** Criss Cross 2.0 **250:** Rain **Select Frame Color:** **.PR8T:** Textured Silver HON **Tag For** S03			
80 **HNL3066BUEP** - 66x30x29-1/2 Bullet Peninsula w/end panel **Select Edge Detail:** **.G:** Smooth, Flat **DE:** Beigewood **Select Top Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Chassis Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood HON **Tag For** WS01 & WS01A	3	457.65	1,372.95
81 **HPC190X** - Park Ave Support Column for Bullet Jetty Boomerng Pen **Select Paint:** **$(P1):** P1 Paint Opts **.P:** Black HON **Tag For** WS01 & WS01A	3	100.80	302.40
82 **HNL2442RP** - 42x24x29-1/2 Return Rt **Select Edge Detail:** **.G:** Smooth, Flat **DE:** Beigewood **Select Handle Detail:** **.E:** Loop/Satin **Select Grommet Color:** **.T1:** Platinum	2	631.80	1,263.60

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
82 **Select Top Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Chassis Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Front Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood HON **Tag For** WS01			
83 **HNL2116MBF** - 15-3/4x20-1/8x21-1/2 Mobile Pedestal box/file **Select Handle Detail:** **.E:** Loop/Satin **Select Chassis Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Front Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood HON **Tag For** WS01 & WS01A	3	482.40	1,447.20
84 **HLSL2016PH2** - Ped Cushion: 20x15.8x1 **Select Fabric:** **$(1):** Grd 1 Uph **.UR:** Contourett **21:** Steel HON **Tag For** WS01 & WS01A	3	194.85	584.55
85 **HNL2448LP** - 48x24x29-1/2 Return Lf **Select Edge Detail:** **.G:** Smooth, Flat **DE:** Beigewood **Select Handle Detail:** **.E:** Loop/Satin **Select Grommet Color:**	1	658.80	658.80

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
85	**.P:** Black **Select Top Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Chassis Laminate Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood **Select Front Color:** **$(L2STD):** Grd L2 Standard Laminates **.LWBE:** Beigewood HON **Tag For** WS01A			
86	**HNL3636TB** - 36Wx35-1/4H Wall Mount Tackboard **Fabric Selection:** **$(B):** Grd B Fab **.COA:** Coast **14:** Channel HON **Tag For** WS01 & WS01A	4	207.00	828.00
87	**LARGE BLACK** - Ceramic Indoor/Outdoor Wallscape Planter, Large, 6.5"D x 6.5"H, Black WEST ELM	1	41.60	41.60
88	**LARGE WHITE** - Ceramic Indoor/Outdoor Wallscape Planter, Large, 6.5"D x 6.5"H, White WEST ELM	1	41.60	41.60
89	**LARGE TERRACOTTA** - Ceramic Indoor/Outdoor Wallscape Planter, Large, 6.5"D x 6.5"H, Terracotta WEST ELM	1	41.60	41.60
90	**SMALL WHITE** - Ceramic Indoor/Outdoor Wallscape Planter, Small, 4.3"D x 4.3"H, White WEST ELM	1	30.93	30.93
91	**SMALL BLACK** - Ceramic Indoor/Outdoor Wallscape Planter, Small, 4.3"D x 4.3"H, Black WEST ELM	1	30.93	30.93
92	**SMALL TERRACOTTA** - Ceramic Indoor/Outdoor Wallscape Planter, Small, 4.3"D x 4.3"H, Terracotta WEST ELM	1	30.93	30.93
93	**982-1P** - Elara, 32x27x31, Lounge Chair with Plinth Base	8	1,525.60	12,204.80

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6869 Old Katy Road
Houston, Texas 77024
713.862.4600
mccoy-rockford.com

	Description	Quantity	Unit Price	Extended Price
93	**Plinth Base:** **GRPH:** Graphite **Grade:** **9:** Grade 9 Material **ETC9:** Graded-In, Grade 9 Material ==>Maharam, Strum, Ridge **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S04 RM 102, 104 & 137			
95	**982-3P** - Elara, 87x27x31, Sofa with Plinth Base **Plinth Base:** **GRPH:** Graphite **Grade:** **5:** Grade 5 Material **ETC5:** Graded-In, Grade 5 Material ==>Stinson,Nishiki, Tranquil **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S05 RM 102, 137	2	2,271.60	4,543.20
96	**1616** - Modern Amenity 26.5x27.25x39.25 Glider **Wood Species:** **X9:** No Selection of Option **~Poly:** Poly Arm Caps **D1N:** Black Poly **Back Bump Guard:** **X9:** No Selection of Option **Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Traveler, Travertine **Barrier:** **X9:** No Selection of Option CAROLINA B	1	1,539.20	1,539.20

Accepted by:_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
96 **Tag For** S09 RM 122			
97 **1480-MA** - Saven Lite/High Rocker with Motion Arms 27.75x29.5x46.5 **Arm Cap:** **~POLY:** Poly Arm Cap **D1N:** Black Poly **Legs:** **GRPH:** Graphite **Motion Arm Lever:** **H6M:** Black **Head Pillow:** **X9:** No Selection of Option **X9:** None **X9:** None **Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Traveler, Travertine **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S11A RM# 123	1	1,349.60	1,349.60
98 **1480-MA** - Saven Lite/High Rocker with Motion Arms 27.75x29.5x46.5 **Arm Cap:** **~SOLSURF:** Solid Surface Arm Cap **MWS:** Modern White Solid Surface **Legs:** **GRPH:** Graphite **Motion Arm Lever:** **H6M:** Black **Head Pillow:** **X9:** No Selection of Option **X9:** None **X9:** None **Grade:**	1	1,609.60	1,609.60

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	Description	Quantity	Unit Price	Extended Price
98	**7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Linnen, Bisque **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S11B RM# 177			
99	**C202041** - Dess 27x29x34 Armless Lounge Chair **Base Rail/Leg:** **GRPH:** Graphite **Power Location:** **X9:** None **X9:** No Power **Grade:** **6:** Grade 6 Material **ETC6:** Graded-In, Grade 6 Material ==>DeTex, Wanderer, Matcha **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S12	4	1,425.60	5,702.40
100	**C202141-MT** - Dess 27x29x34 Lounge Chair with Arms **Base Rail/Leg:** **GRPH:** Graphite **Arm Cap:** **~SOL SURF:** Solid Surface **MWS:** Modern White **Power Location:** **X9:** None **X9:** No Power **Seat Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>Maharam, Elm, Foxtail **Inside Back Grade:** **7:** Grade 7 Material	2	1,884.40	3,768.80

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
100 **ETC7:** Graded-In, Grade 7 Material ==>Maharam, Elm, Foxtail **Apron/Arm Panel/Outside Back Grade:** **6:** Grade 6 Material **ETC6:** Graded-In, Grade 6 Material ==>Momentum, Canter, Sand Dollar **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S12A			
101 **C202143-MT** - Dess 71x29x34 Sofa with Arms **Base Rail/Leg:** **GRPH:** Graphite **Arm Cap:** **~SOL SURF:** Solid Surface **MWS:** Modern White **Power Location:** **X9:** None **X9:** No Power **Seat Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>Maharam, Elm, Foxtail **Inside Back Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>Maharam, Elm, Foxtail **Apron/Arm Panel/Outside Back Grade:** **6:** Grade 6 Material **ETC6:** Graded-In, Grade 6 Material ==>Momentum, Canter, Sand Dollar **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S13	1	2,921.20	2,921.20
102 **BP-990** - Blueprint Guest Chair, 21.5x23x32.5	10	748.80	7,488.00

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
102 **Frame Finish:** **GRPH:** Graphite **Pull Finish:** **X9:** No Handle **X9:** No Handle **Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>Maharam, Elm, Foxtail **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S14			
103 **BP-990 -** Blueprint Guest Chair, 21.5x23x32.5 **Frame Finish:** **GRPH:** Graphite **Pull Finish:** **X9:** No Handle **X9:** No Handle **Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Linnen, Bisque **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S14A	5	748.80	3,744.00
104 **HN-2434C -** Hinchada 24x34x24 Chaise Cushion **Base, Hinchada:** **A4F:** Adjustable Screw-In Glide (std) **Cushion Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Rider, Seacliff **Welt Trim Grade:** **7:** Grade 7 Material	2	1,031.20	2,062.40

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
104	**ETC7:** Graded-In, Grade 7 Material OFSBRANDS **Tag For** S15			
105	**HN-3434CL** - Hinchada 34x34x24 Left Facing Corner Cushion **Base, Hinchada:** **A4F:** Adjustable Screw-In Glide (std) **Cushion Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Rider, Seacliff **Welt Trim Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Rider, Seacliff OFSBRANDS **Tag For** S15	1	1,494.00	1,494.00
106	**HN-3434CR** - Hinchada 34x34x24 Right Facing Corner Cushion **Base, Hinchada:** **A4F:** Adjustable Screw-In Glide (std) **Cushion Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Rider, Seacliff **Welt Trim Grade:** **7:** Grade 7 Material **ETC7:** Graded-In, Grade 7 Material ==>DeTex, Rider, Seacliff OFSBRANDS **Tag For** S15	1	1,494.00	1,494.00
107	**471BHU-2** - Serony, Upholstered Arms, Behavioral Health Lounge Loveseat 51x25.75x31 **Arm Cap Finish:** **~Poly:** Poly Arm Cap **D1N:** Black Poly **Exposed Metal Finish:** **GRPH:** Graphite **Foot Rest:**	3	2,587.20	7,761.60

Accepted by_____ Title_____ Date_____

Description	Quantity	Unit Price	Extended Price
107 **C7V:** Black **Grade:** **9:** Grade 9 Material **ETC9:** Graded-In, Grade 9 Material ==>Maharam, Strum, Ridge **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S16			
108 **2500** - Stray Physician's Stool No Back, 26x26x15.5-20.75 **Seat Finish:** **FGR:** Graphite **Footring:** **FTR:** Foot Ring **Base Finish:** **B23G:** Graphite Nylon Base **Caster:** **W48:** Black Hard Wheel Casters **Grade:** **6:** Grade 6 Material **ETC6:** Graded-In, Grade 6 Material ==>Momentum, Canter, Iron **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S17	2	332.40	664.80
109 **116037-E2** - Vienna, 23.5x21.875x31.25, Guest Chair, For Outdoor Use, 2 Per Carton **Frame Finish:** **GRPH:** Graphite **Slat Finish:** **WHE:** Wheat OFSBRANDS **Tag For** S19	2	791.60	1,583.20
110 **1470-48SS** - Silvr Ion Metal, 48" Bench, Solid Seat 48.5x21.75x25 **Arm Cap Finish:**	1	1,094.40	1,094.40

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
110	**~POLY:** Poly **D1N:** Black Poly **Frame Finish:** **H1F:** Warm Grey **Grade:** **9:** Grade 9 Material **ETC9:** Graded-In, Grade 9 Material ==>Stinson, Terra, Element **Barrier:** **X9:** No Selection of Option CAROLINA B **Tag For** S20			
111	**810-20RDT-20** - X&O Tables 20x20x20 Tapered, Cylinder Table **Material:** **T:** HPL **X9:** HPL **~HPLW:** HPL Wood Grain **KDP:** Kodiak (KDP) **Plinth Base:** **X9:** No Selection of Option **X9:** No Selection of Option **~LIGHT:** Light Tone Solid Surface **MWS:** Modern White **X9:** No Selection **X9:** No Selection of Option CAROLINA B **Tag For** T01	24	1,454.80	34,915.20
112	**JBH-4242TP** - Chrys, Table Top, 42x42x1, Behavioral Health, 1 Base Required - (Order 1 Base Separately) **Material:** **T:** TFL **~TFL:** TFL **RW2:** Pure White (RW2) **RW2:** Pure White (RW2) CAROLINA B **Tag For** T02	4	157.60	630.40

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
113	**JBH-TB** - Chrys, Table Base, Standard Weighted up to 100 lbs, 19.75x19.75x28.5, Behavioral Health **Finish:** **JUTE:** Jute **Glide/Floor Mount:** **X9:** None CAROLINA B **Tag For** T02	4	339.20	1,356.80
114	**RO-3624OV15H** - Roo 36x24x15 Oval Coffee Table **Material:** **S:** Solid Surface **X9:** No Selection of Option **~LIGHT:** Light Tone Solid Surface **MWS:** Modern White **X9:** No Selection **Leg Finish:** **EBY:** Ebony **Metal Finish:** **GRPH:** Graphite OFSBRANDS **Tag For** T07	1	1,444.00	1,444.00
115	**NSCC-1076372** - Intermix table, 84W x 48D x 36.5H Special feature: Acrylic 1/2"T solid surface top ~HPL ~HPL - OFS HPL KDP KDP - Kodiak (KDP) KD2 KD2 - Kodiak (KD2) QR QR - No Cutout (standard) CAROLINA B **Tag For** T08 RM 159	1	3,492.80	3,492.80
116	Stain to match fee waived for T07 CAROLINA B	1	N/C	N/C
117	**DT-S30RNDT-E** - Nineteen20 30"W Round Outdoor Table, Solid Surface **Top Finish:** **~DARK:** Dark Tone Solid Surfaces	1	865.60	865.60

Accepted by_____ Title_____ Date_____

	Description	Quantity	Unit Price	Extended Price
117	**GRPT:** Graphite **Base Height:** **A2K:** Dining Height **GRPH:** Graphite OFSBRANDS **Tag For** T09			
118	**HUMO ASH URN** - Humo Ash Urn Finish: Stainless Steel LANDSCAPE	1	2,306.67	2,306.67
119	**FGP LITTER** - Style: Side Opening Side Panel Material: Ipe no finish (Exterior use only) Opening Size: Standard Side Opening Lid & Top Ring Finish: Powdercoated Base Color: Black Liner Color: Black Sign Option: No Options Mounting: Freestanding/Surface Mount Lock Option: No Lock Options: No Options Lid & Top Ring Powdercoat Color: Silver Metallic LANDSCAPE	4	1,400.00	5,600.00
120	**CHIPMAN CHAIR** - Style: Chair, Backed Arm Option: No Arms Powdercoat Color: Silver Metallic LANDSCAPE	4	826.67	3,306.68
121	**CHIPMAN TABLE** - Style: ROUND - 36" Table, Dining Height (29" Height) Umbrella Hole: To Be Advised Mounting: To Be Advised Table Top Powdercoat Color: Silver Metallic Support Powdercoat Color: Silver Metallic LANDSCAPE	1	1,880.00	1,880.00
122	**SHIPPING & HANDLING** - shipping and handling to houston, tx LANDSCAPE	1	2,000.00	2,000.00
123	**SHIPPING** - SHIPPING WEST ELM	1	26.00	26.00
124	**FREIGHT** - FREIGHT PINEAPPLE	1	29,256.24	29,256.24
125	**FREIGHT** - SPEC FREIGHT TO HOUSTON, TX SPEC FURNI	1	2,401.04	2,401.04
126	**FREIGHT** - Freight - shipping & handling	1	2,300.00	2,300.00

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	Description	Quantity	Unit Price	Extended Price
126	MCCOYROCKF			
127	**LABOR SERVICE** - LABOR SERVICE FOR RECEIVING, HANDLING, DELIVERY AND INSTALLATIONG DURING NORMAL BUSINES HOURS. MCCOY	1	45,576.00	45,576.00

Quotation Totals	
Sub Total	498,285.17
Dealer Services	5,730.28
STATE OF TEXAS - TAX EXEMPT	0.00
Grand Total	**504,015.45**

End of Quotation

McCoy-Rockford: Chris Erdeljac
Signature

Chris Erdeljac - President
Print Name and Title

Accepted by_____ Title_____ Date_____

Uniform Conditions of Sale

1. These Uniform Conditions of Sale shall apply to every sale or offer of goods or services by McCoy Rockford, Inc. (and any of its operating divisions or affiliated companies) ("Seller") to any party that purchases goods or receives services from Seller (each, a "Customer"). Pursuant to these Uniform Conditions of Sale, Customer may issue a request to Seller for goods or services (each request being a separate "Order").

2. These Conditions of Sale, ~~together with the Application for Credit~~ and the written terms of the quote provided by Seller (if any), shall collectively constitute the "Contract" with regards to each Order. This Contract contains all of the terms of the purchase and no attempted modification or amendment (including, but not limited to form terms included in Customer's purchase order or acknowledgement) shall be valid unless it is signed by an officer of Seller.

3. Customer's act of signing the quote, accepting the work, or paying for any portion of the work shall constitute an acceptance of the Contract with regards to such Order. If a quote is provided to Customer, the price offered by Seller to Customer for the quantity and type of goods or services listed in the quote shall remain open for a period of thirty (30) days before automatically expiring. Seller may withdraw or modify a quote any time before receipt of the required deposit. Any quote provided is subject to supplier, transportation, and/or government surcharges, fees, taxes or similar charges imposed by others, and which are passed through to Customer which may increase the cost.

4. The purchase price is based on the installation being made during the normal eight-hour, five-day workweek, excluding holidays. If installation is required outside of this, it will be done at premium rates. Additional charges will be billed to Customer if free and ready access to job site is not provided by Customer.

5. ~~All cash term orders require 100% deposit prior to order being processed. Customer can request credit with Seller for orders. A deposit for work depends on qualification but is at least 65% of the total Order amount.~~

6. Seller may invoice Customer periodically based on the percentage of the work complete or quantity of goods delivered in accordance with Seller's standard practices. **Customer agrees to pay Seller any and all payments due within thirty (30) days from Customer's receipt of an invoice.** Notwithstanding the foregoing, the Parties may agree to a longer payment schedule or the issuance of invoices only upon reaching agreed-to milestones if such terms are provided for in Seller's written quote (subject to credit approval for the same). Outstanding amounts shall bear interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the maximum rate allowed by law. Customer shall also pay any and all of Seller's attorneys' fees and court costs if any amounts hereunder are collected by an attorney or through legal proceedings. **ALL purchases made with credit cards are subject to a 3.5% processing fee that Customer is responsible for paying, unless specified by a special agreement.**

7. All merchandise is specifically manufactured to Customer's specification and therefore, Orders cannot be suspended, cancelled, or returned by Customer under any circumstances without Seller's written consent after acceptance of the quote. If a cancellation or return is agreed upon, the returned items are subject to a restocking charge at Seller's standard rates (and/or manufacturer's standard rates if returned to the manufacturer) up to one hundred percent (100%) of the Order value.

8. Risk of loss for any work shall pass to Customer upon delivery (regardless of when title passes), including, but not limited to any loss or damage caused by other trades (such as painting or plastering), telephone installation, or the elements. ~~**CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD SELLER HARMLESS FROM ANY CLAIMS ARISING OUT OF PROPERTY DAMAGE OR PERSONAL INJURY TO CUSTOMER, CUSTOMER'S AFFILIATES, OR CUSTOMER'S EMPLOYEES, AGENTS OR INVITEES WHICH OCCURS AFTER DELIVERY, REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR FAULT OF SELLER (but expressly excluding from this indemnity Customer's warranty claims under Paragraph 11 to the extent such loss or damage is covered thereby).~~ The delivery terms for the Order shall be those provided for in Seller's written quote to customer. Upon delivery, Customer shall immediately inspect the products for conformity and visible defects.

9. If Customer is not ready to receive the Order, merchandise will be stored at Seller's warehouse at Seller's current storage rate per 30-day period unless otherwise provided by Seller in writing as part of the Contract. Double handling will be charged for all merchandise redirected to Seller's warehouse. Customer will not be responsible for storage incurred as a result of manufacturer order errors. Seller shall not be responsible for damage to completed Orders in Seller's storage as a result of Customer's inability or unwillingness to accept delivery ~~and Customer shall **DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS SELLER FOR ANY CLAIMS RESULTING FROM DAMAGE TO THE ORDER WHILE SUCH ORDER IS IN STORAGE WITH SELLER REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR FAULT OF SELLER.**~~

10. **SELLER'S LIMITED WARRANTY.** Goods purchased under each Order are warranted by the manufacturer's warranty applicable to such goods at time of Order entry. Seller will support Customer in processing of warranty claims with the manufacturer and provide necessary service to complete warranted repairs as approved by manufacturer. Seller shall not be held liable for a warranty claim rejected by manufacturer. The Seller is the service provider for all manufacturer warranty claims on merchandise sold. All warranties for goods shall follow the individual manufacturer warranty. Additionally, if Customer directs Seller to use a manufacturer or contractor who will perform manufacturing or delivery of goods to be used, Buyer assumes the risk for any failure by that manufacturer or contractor to deliver the goods or refund for the failure of delivery.

Subject to the preceding, Seller warrants to the original purchaser that all work will conform to the written specifications and will be free from defects in installation or material for twelve (12) months from delivery. The work shall be subject to reasonable variations from standard in color, quality, finish, and variations allowed by the trade customs of the industry. Seller will re-perform, repair, or replace goods failing to meet the above warranties that arise during, and are reported in writing before the expiration of, the warranty period. These warranties shall not apply to normal punch list completion work.

SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS NOT EXPRESSLY CONTAINED HEREIN AND CUSTOMER AGREES THAT NO OTHER WARRANTIES OR REPRESENTATIONS HAVE BEEN RELIED UPON OR MADE THE BASIS FOR ANY BARGAIN. CUSTOMER'S EXCLUSIVE REMEDY FOR NON-CONFORMING, DEFECTIVE, OR DEFICIENT GOODS OR SERVICES (WHETHER BASED ON CONTRACT, IN TORT, OR OTHERWISE) IS SELLER'S EXPRESS WARRANTY TO REPAIR, RE-PERFORM, OR REPLACE PROVIDED ABOVE.

11. **LIMITATION OF LIABILITY:**

A. **NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES REGARDLESS OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT (EITHER SOLE OR CONCURRENT) OF EITHER PARTY AND EACH PARTY HEREBY RELEASES THE OTHER IN THIS REGARD.**

B. **THE MAXIMUM AGGREGATE LIABILITY OF SELLER FOR ANY LOSS OR DAMAGE OF ANY KIND TO SELLER SHALL NOT EXCEED THE AMOUNT RECEIVED BY SELLER FROM CUSTOMER FOR THE ORDER. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF FAULT AND REGARDLESS OF WHETHER SUCH CLAIM IS BASED UPON CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.**

12. Seller shall not be liable for any failure, delay, or interruption in performance of this Contract which is occasioned by causes beyond its control, including, but not restricted to: fires, floods, pandemics, strikes, lock-outs, labor disputes, accidents, interruptions in transportation services, shortage of raw materials, failure to obtain delivery from manufacturers, any ruling, regulation, or law of any government bureau or agency, or any other cause giving rise to total or partial stoppage to Seller's supplies. Delays so caused shall not release Customer from its obligations to accept and pay for merchandise.

13. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any choice of law rules that would apply the law of another jurisdiction. In the event of litigation or arbitration, venue shall lie in ~~Houston, Harris County,~~ Texas and each party agrees to submit to the jurisdiction of the courts located therein.

14. Any credit offered for future purchases shall expire if not used within ninety (90) days.

McCoy-Rockford: Chris Erdeljac
Signature

Chris Erdeljac - President
Print Name & Title

Accepted by _____ Title Mark Henry, County Judge Date 12/9/2024

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	Professional Services	24-95-0517-C
Date Submitted:	5/13/2024	(Assigned by Department of Professional Services)

COMMISSIONER'S COURT ACTION:
Please complete the following form in its entirety and submit to the Budget Office at least eleven (11) days prior to the first regularly scheduled Tuesday Commissioners Court meeting date each month. Emergency amendments will be processed at the earliest available Court meeting date. If information on this form is incomplete, the amendment will be returned to your office for completion. It is suggested that the department requesting the amendment be present on the date of its submittal to the Court for action.

GENERAL EXPLANATION:

Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Mental Health - Furniture and Fixtures to fund furniture expenses.

This budget amendment does not increase the budget for FY 2024

TRANSFER FROM

Fund	Department	Line Item	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
2901 - American Rescue Plan Stimulus	000000 - American Rescue Plan Stimulus	4811013 - Texas Class Interest Revenue	505,000.00	
1101 - General Fund	412110 - Mental Health	4912901 - TFm ARP Stimulus	505,000.00	
TOTAL - Transfer From			$ 505,000.00	

TRANSFER TO

Fund	Department	Line Item	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
2901 - American Rescue Plan Stimulus	921010 - Transfers and Reserves	5911101 - TTo General Fund	505,000.00	
1101 - General Fund	412110 - Mental Health	5744000 - Furniture and Fixtures	505,000.00	
TOTAL - Transfer To			$ 505,000.00	

ADDITIONAL COMMENTS:

Sergio Cruz — Budget Office Authorization — 5/13/2024 — Date

AUDITOR'S REVIEW

This budget amendment has been reviewed for validity of accounts and sufficiency of account balances used for budget transfer.

Reviewed by: Randall Rice CPA — Date: 05/16/2024

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted: _____ Date Approved: 5/17/2024

****Galv Cnty Production****

Budget to Actual Figures

Run: 05/16/2024

Ledger: GL
Fiscal Year: 2024 5 May

Budget: OB

Ke	Title	Director
2901000000	**American Rescue Plan Stimulus**	

Object	Description	Budget	Actual	Encumbrance	Balance
1013641	Prosperity-ARP Stimulus 0617	0.00	3,757,888.93	0.00	(3,757,888.93)
1021200	Pooled Cash and Investments(N)	0.00	(5,429,944.53)	0.00	5,429,944.53
1031040	Texas CLASS 0103340004	0.00	31,873,201.53	0.00	(31,873,201.53)
2070001	Contract Payable Retainage	0.00	146,151.50	2.00	(146,153.50)
2631010	Deferred Revenue-Unearned	0.00	33,651,563.27	0.00	(33,651,563.27)
3532001	Unreserved Fund Balance	0.00	1,592,195.96	0.00	(1,592,195.96)
4811010	Interest Revenue	(26,887.00)	7,517.36	0.00	(34,404.36)
4811013	Texas Class Interest Revenue	(520,459.96)	1,030,311.73	0.00	(1,550,771.69)
	Total Revenue	**(547,346.96)**	**1,037,829.09**	**0.00**	**(1,585,176.05)**
	Total Expense	**0.00**	**0.00**	**0.00**	**0.00**
	Net Total (Revenue - Expense)	**(547,346.96)**	**1,037,829.09**	**0.00**	**(1,585,176.05)**

FY24 Budget Amendment Request

Row 130

Commissioners' Court Status	
Fiscal Year	
Budget Amendment Number	24-95-0517-C
Sponsor:	County Judge, Honorable Mark Henry
Department:	Professional Services
Agenda Item Caption	Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Mental Health - Furniture and Fixtures to fund furniture expenses.
Amount	$505,000.00
Notes	
Amount From General Fund Budgeted Reserves	
Division Number:	151400
Department Head Name:	Sergio Cruz
Department Head Email:	Sergio.Cruz@galvestoncountytx.gov
Submitted By:	Rodolfo Gomez
Contact Extension Number:	5363
Contact Email Address:	Rodolfo Gomez
Associated Forms	Not Applicable
Budget Amendment Justification:	Request transfer to fund furniture and fixture

Key Org (From):	2901000000
Object Code From (Line Item):	4811013
Amount (From):	$505,000.00
Add an additional Key Org (From):	
(2) Key Org (From):	1101412110
(2) Object Code From (Line Item):	4912901
(2) Amount (From):	
(3) Add an additional Key Org (From):	
(3) Key Org (From):	
(3) Object Code (Line Item):	
(3) Amount (From):	
(4) Add an additional Key Org (From):	
(4) Key Org (From):	
(4) Object Code (Line Item):	
(4) Amount (From):	
Key Org (To):	2901921010
Object Code (Line Item):	5911101
Amount (To):	
Add an additional Key	

Org (To):	
(2) Key Org (To):	1101412110
(2) Object Code To (Line Item):	5744000
(2) Amount (To):	$505,000.00
(3) Add an additional Key Org (To):	
(3) Key Org (To):	
(3) Object Code To (Line Item):	
(3) Amount (To):	
(4) Add an additional Key Org (To):	
(4) Key Org (To):	
(4) Object Code To (Line Item):	
(4) Amount (To):	
(5) Key Org (To)	
(5) Object Code To (Line Item):	
(5) Amount To:	
Total (From)	$505,000.00
Total (To)	$505,000.00

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

December 4, 2024

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: Request to Utilize Cooperative Purchasing Agreement – Galveston County Mental Health Wellness Center Facilities Department

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271.102, Cooperative Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262.023, Competitive Requirements for Certain Purchases to procure the following:

- **Furniture products and supplies for the Galveston County Mental Health Wellness Center**

In addition, authorization is requested for the County Judge to sign the associated contract with the cooperative purchasing vendor.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPO, CPPB
Purchasing Agent
County of Galveston

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*59.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-154-0721-F
Professional Services- Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Information Technology - Other Professional Services to fund Cognizant change order #8

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 12:32 pm

View Budget Amendment: Budget Amendment: - Award LTD Budget on 07/21/2025 : BAT-0000196

Company The County of Galveston
Plan Template Award LTD Budget : AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1)
Plan AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1)
Organizing Dimension Type
Amendment ID BAT-0000196
Amendment Date 07/21/2025
Description 25-154-0721-F: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Information Technology - Other Professional Services to fund Cognizant change order #8.
Amendment Type Award Budget Adjustment
Balanced Amendment Yes
Entry Type Award
Status Available

Budget Amendment Entries

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5419000:Other Professional Services	GR-0000072 ERP Upgrade	2901 American Rescue Plan Stimulus Fund	159100 Information Technology	Project: ERP Upgrade (ARP)	$19,902.00	$0.00	25-154-0721-F: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Information Technology - Other Professional Services to fund Cognizant change order #8.	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	5415000:Consulting and Special Studies	GR-0000708 Avenue P Drainage in Santa Fe	2901 American Rescue Plan Stimulus Fund	312110 Road Department		$0.00	$19,902.00	25-154-0721-F: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Information Technology - Other Professional Services to fund Cognizant change order #8.	

Company	Period	*Ledger Account/Summary	*Grant	*Fund	*Cost Center	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000072 ERP Upgrade	2901 American Rescue Plan Stimulus Fund	159100 Information Technology	Project: ERP Upgrade (ARP)	$19,902.00	$0.00	25-154-0721-F: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Information Technology - Other Professional Services to fund Cognizant change order #8.	
The County of Galveston	AW00079 Budget Period (AW00079: 2901-3210-American Rescue Plan Act Stimulus 03/11/2021 (version 1))	4330000:Intergovernmental Revenues - Federal	GR-0000708 Avenue P Drainage in Santa Fe	2901 American Rescue Plan Stimulus Fund	312110 Road Department		$0.00	$19,902.00	25-154-0721-F: Request transfer within American Rescue Plan Stimulus from Various Cost Centers - Various Spend Categories to Information Technology - Other Professional Services to fund Cognizant change order #8.	

Consideration of approval of MSA and SOW for ERP W - COGNIZANT.pdf

File Name Consideration of approval of MSA and SOW for ERP W - COGNIZANT.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 07/14/2025 02:51:11 PM
Comment

Cognizant Change Order 8.pdf

File Name Cognizant Change Order 8.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 07/14/2025 02:51:11 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/14/2025 04:04:57 PM	07/15/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Budget Specialist	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Budget Manager	Not Required	Diana Huallpa	07/15/2025		0	
Budget Amendment Event	Approval by Finance Executive	Not Required		07/15/2025		0	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 03/13/2023	2. Contract Type: Expense	3. Renewal Contract: Yes ☐ No ☑
4. Department Name: Information Technology	5. Department Contact: Misty Witmer	
6. Description: MSA and SOW for ERP Workday Implementation with Collaborative Solutions		
7. IFAS PEID No: 722920	8. IFAS Req No:	9. Orgkey: / 10. Object Code:
11. Vendor: Cognizant Technology Solutions	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
		$2,999,348.00					
22. Totals:							

To Be Completed By Purchasing Department

Contract Start Date: 03/20/2023	Auto Renewal Contract: Yes ☐ No ☐	Bid No:
Contract End Date: 03/19/2026	Contract # Issued By Purchasing: CM23184	

NOTES

Funds to come from ARPA Lost Revenue HB1295 Requested

Approved By: Digital Signature

Department Head: Witmer, Misty — Digitally signed by Witmer, Misty Date: 2023.03.13 14:22:48 -05'00'

Purchasing Agent: Rufus Crowder — Digitally signed by Rufus Crowder Date: 2023.03.13 20:27:11 -05'00'

County Budget Office: Cruz, Sergio — Digitally signed by Cruz, Sergio Date: 2023.03.14 16:29:16 -05'00' — Contract listed in Budget Documentation: YES ☐ NO ☐

County Auditor: Randall Rice CPA — Digitally signed by Rice, Randall Date: 2023.03.14 17:16:17 -05'00' — Budget Available and Funds are/will be Available: YES ☒ NO ☐

Legal: Veronica Van Horn — Digitally signed by Veronica Van Horn Date: 2023.03.14 16:39:20 -05'00'

Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	Galveston County, TX
SOW/Project Name:	PROJ_63113/Galveston County Full Platform
Change Order #:	C0 #08
Project Manager (Client):	Imtiyaz Moledina, Galveston County
Project Sponsor (Client):	Misty Witmer, Executive Sponsor
Engagement Manager (CSLLC):	Allan Swamynathan
Acceptance Due Date:	2/14/2025
Change Type:	Benefits changes
Impact Assessed by:	Allan Swamynathan, Lee Petek, Lauren MacInnes, Jo Nading
Priority:	High
Contract Line Type:	Fixed Fee Installment/Milestone
Is new PO# required?	No new PO# needed

Request Description

Galveston County requested additional changes to Benefits plans & requested additional support for PATT & Benefits

Business Purpose / Reason for Change

Benefits plan changes requiring configuration and integrations changes & additional support for PATT & Benefits.

Impact Assessment

Project Activities Affected:	Benefits configuration, Payroll configuration & Benefits Integrations & Post production support for additional 4 weeks.

Deliverables Affected:	Benefits configuration, Payroll configuration, Benefits Integrations • OneAmerica Outbound Integration • OneAmerica Inbound Integration Post production support for Payroll, Absence, Time Tracking and Benefits.
Project Schedule Impact:	Payroll, Absence, Time Tracking and Benefits support will be extended through 2/21 with maximum of 8 hours per week.
Estimated Cost	**Total cost - $19,902.00** **Milestone** Additional cost will be added to postproduction completion milestone.

Assumptions & Risks

Authorization

Galveston County –Authorization Signature	Susan Guerra Susan Guerra (Jan 27, 2025 10:01 PST) Collaborative Solutions, LLC Authorization Signature
Mark Henry Name	Susan Guerra Name
County Judge Job Title	Workday Global Practice Leader Job Title
February 3, 2025 Date	01/27/2025 Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*60.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-155-0721-G
Professional Services- Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Professional Services - Cloud Subscription Services to fund new software

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 12:35 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000198

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000198
Amendment Date 07/21/2025
Description 25-155-0721-G: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Professional Services - Cloud Subscription Services to fund new software.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5414000:Accounting and Auditing Services	151400 Professional Services	1101 General Fund		Cloud Subscription Services			$66,181.00	$0.00	25-155-0721-G: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Professional Services - Cloud Subscription Services to fund new software.	
FY2025 Annual (FY25 Amended Budget)	5911000:Transfers Out - General Fund	921010 Transfers and Reserves	2901 American Rescue Plan Stimulus Fund		Transfer to General Fund			$66,181.00	$0.00	25-155-0721-G: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Professional Services - Cloud Subscription Services to fund new software.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	4912000:Transfers - Special Revenue	151400 Professional Services	1101 General Fund	Transfer from American Rescue Plan Stimulus				$0.00	$66,181.00	25-155-0721-G: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Professional Services - Cloud Subscription Services to fund new software.	
FY2025 Annual (FY25 Amended Budget)	4601000:Overnight Pools	000000 General Revenues	2901 American Rescue Plan Stimulus Fund	Texas Class Interest Revenue				$0.00	$66,181.00	25-155-0721-G: Request transfer from American Rescue Plan Stimulus - Texas Class Interest Revenue to Professional Services - Cloud Subscription Services to fund new software.	

Q-12825 Vertosoft Quote for OpenGov County of GalvestonTX (1).pdf

File Name Q-12825 Vertosoft Quote for OpenGov County of GalvestonTX (1).pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 07/14/2025 01:55:27 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	07/14/2025 04:05:46 PM	07/15/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Sent Back	07/14/2025 04:14:43 PM	07/16/2025	Diana Huallpa Trevino (Cost Center Manager)	1	Send Back Reason from Diana Huallpa Trevino: Update account to P.S.
Budget Amendment Event	Budget Amendment Event	Submitted	07/14/2025 04:49:32 PM	07/15/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/14/2025 04:53:58 PM	07/16/2025	Diana Huallpa Trevino (Cost Center Manager)	1	

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/21/2025 : BAT-0000198

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Approved	07/14/2025 04:55:01 PM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Sent Back	07/15/2025 09:27:12 AM		Christie Motogbe (Accounting Operations Lead)	1	Send Back Reason from Christie Motogbe: Please correct the ledger account on the 2nd line.
Budget Amendment Event	Budget Amendment Event	Submitted	07/15/2025 09:32:25 AM	07/15/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	07/15/2025 11:04:45 AM	07/17/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/15/2025 11:05:33 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/15/2025 11:24:43 AM		Christie Motogbe (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Not Required		07/15/2025		0	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/17/2025	Sergio Cruz (Finance Executive)	1	

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 7/2/2025, 11:48 AM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - County of Galveston, TX

Contract: TX-DIR: DIR-CPO-5327

Quote #: Q-12825
Expires On: 7/31/2025

Ship To
County of Galveston, TX
Diana Huallpa
(409) 770-5442
diana.huallpa@co.galveston.tx.us

Quote For:
Name:
Company: County of Galveston, TX
Email:
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 7/23/2025
Overall POP End Date: 7/22/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OPGV-GKES-B200300M-RR-1Y	Online Budget Book - Between $200-300 Million - 1Y	1.00	$19,491.00	$19,491.00
OPGV-HALG-B200300M-NR-0Y	Custom Professional Services Deployment - Prepaid - Between $200-300 Million - 0Y	203.00	$230.00	$46,690.00
			TOTAL:	$66,181.00

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*61.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

25-156-0721-H
County Court Administration- Request to transfer within General Fund - County Court Administration from Court Appointed Adult Misdemeanor to Relief judges to fund visiting judges' expenses through the end of the fiscal year

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 12:54 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 07/07/2025 : BAT-0000186

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000186
Amendment Date 07/07/2025
Description Commissioner Joe Giusti has agreed to sponsor this request. Transfer $15,000 from Court Appointed Adult Misdemeanor to Relief Judges account to cover visiting judge expenses through the end of the fiscal year.
Amendment Type Budget Transfer
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	122900 County Court Administration	1101 General Fund		Relief Judges			$15,000.00	$0.00		
FY2025 Annual (FY25 Amended Budget)	5431000:Court Related Expenses	122900 County Court Administration	1101 General Fund		Court Appointed Adult Misdemeanor			$0.00	$15,000.00		

Assignment- Mayfield to CC#2.pdf

File Name Assignment- Mayfield to CC#2.pdf
Content Type application/pdf
Updated By Monica Gracia
Upload Date 06/27/2025 02:41:24 PM
Comment

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	06/27/2025 02:41:25 PM	06/28/2025	Monica Gracia	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	06/27/2025 02:41:25 PM	06/29/2025	Monica Gracia (Cost Center Manager)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Specialist	Sent Back	06/30/2025 01:21:20 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	Send Back Reason from Joselinne Piedras-Sarabia: Good afternoon, could you please delete any additional names aside from the Commissioner's? Thank you!
Budget Amendment Event	Budget Amendment Event	Submitted	07/04/2025 11:47:20 AM	06/28/2025	Monica Gracia	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/04/2025 11:47:20 AM	07/06/2025	Monica Gracia (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/07/2025 01:24:35 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/28/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/07/2025 02:12:23 PM		Donna Green (Payroll Accountant)	1	Donna Green: Approved BAT-0000186 dlg 07-07-25
Budget Amendment Event	Approval by Budget Manager	Sent Back	07/14/2025 04:54:42 PM	07/09/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Please remove PI.
Budget Amendment Event	Budget Amendment Event	Submitted	07/15/2025 10:40:22 AM	06/28/2025	Monica Gracia	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/15/2025 10:40:22 AM	07/17/2025	Monica Gracia (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	07/15/2025 10:41:43 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	Send Back Reason from Joselinne Piedras-Sarabia: Please remove private information from this request
Budget Amendment Event	Budget Amendment Event	Submitted	07/15/2025 11:55:26 AM	06/28/2025	Monica Gracia	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	07/15/2025 11:55:26 AM	07/17/2025	Monica Gracia (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	07/15/2025 01:07:30 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		06/28/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	07/15/2025 02:00:16 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	07/15/2025 03:59:56 PM	07/17/2025	Diana Huallpa Trevino (Budget Manager)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		07/17/2025	Sergio Cruz (Finance Executive)	1	

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
62.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of amendment to Uniform Work Hours, in accordance with Senate Bill 65, previously adopted on July 7, 2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/17/25 11:22 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
63.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Selection of 9 public members and 31 alternates to serve on the Galveston County Salary Grievance Committee pursuant to section 152.015 of the Texas Local Government Code

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/16/25 10:55 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
64.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive public comments on dune mitigation permit for 801 Kahla, Crystal Beach

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	7/14/25 3:19 pm
2	Dianna Martinez	Approve	7/15/25 4:29 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
65.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval of dune mitigation permit for 801 Kahla, Crystal Beach

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	7/14/25 3:19 pm
2	Dianna Martinez	Approve	7/15/25 4:34 pm

,
MICHAEL C. SHANNON, PE, CFM
COUNTY ENGINEER
FLOODPLAIN ADMINISTRATOR

NICOLE STELLY
FLOODPLAIN & PERMITTING MANAGER

THE COUNTY OF GALVESTON
Office of the County Engineer
722 Moody, Galveston, TX 77550
(409) 770-5552

NOTICE OF HEARING

June 30, 2025

Tyson Fogle
PO Box 8215
Spring, TX 77387

Re: ABST 179 J SHAW SUR LOT 66-68 BLK B GULF VIEW

Dear Mr. Fogle,

Our office has received a dune mitigation application for your beachfront properties located on Kahla Drive in Crystal Beach, Texas.

The Galveston County Commissioners Court will meet on July 21, 2025, at 9:30 am to hear public comments regarding this application. The meeting will be held at the Galveston County Calder Annex, 174 Calder Road, Room 100, League City, Texas 77573.

Title 31 of the Texas Administrative Code, Chapter 15.4 (f) requires that you provide landowners immediately adjacent to the address above, notification of the public hearing at least 10 days before the hearing. Such notice may be made by sending a copy of this letter by certified mail and providing my office with a copy of the return receipt. The County will mail this notice on your behalf. Attached is a list of names and mailing addresses provided by the Galveston Central Appraisal District to which the letters will be mailed.

Adjacent landowners - *The proposed mitigation plan does not show any impacts to adjacent properties. Action on your behalf is not required, but you are welcome to participate in the public hearing and/or you may contact our office if you have any questions or concerns regarding the mitigation plan.*

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

N. Stelly

Nicole Stelly
Floodplain & Permitting Manager

Attachment/s

List of Adjacent Landowners

Galveston County
722 21st Moody
Galveston, TX 77550

Brian Pawlowski
2235 Stableridge Dr
Conroe, TX, 77384

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
66.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Receive public comments on Miller Addition to Bayview, Lots 39, 40 & part of 34 replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/14/25 11:27 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
67.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of approval, approval with conditions or disapprove of Miller Addition to Bayview, Lots 39, 40 & part of 34 replat

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	7/14/25 12:05 pm

On this the 21st day of July, the Commissioners Court of Galveston County, Texas convened in a special meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3;
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat Miller Addition to Bayview is presently on file with the County Clerk of Galveston County. It may be found in Volume 11, Page 48 of the Map Records of Galveston County, Texas; and

WHEREAS, by application attached hereto as Exhibit "A", Lucky Jugal, LLC has filed their Petition and Application for permission to revise plat; and

WHEREAS, Local Government Code, Section 232.009 requires notice of this application be posted on the county website for at least 30 days preceding the date of this meeting; and

WHEREAS, by Order of the Commissioners Court on June 9, 2025, Michael Shannon, County Engineer, was directed to give notice of the application by posting on the county's website; and

WHEREAS, pursuant to such Order, notice was posted on the Galveston County website; and

WHEREAS, the application of Lucky Juga, LLC has once again been this day presented to the Commissioners' Court: and

WHEREAS, it appearing that all requirements of Local Government Code, Section 232.009 have been met; that no opposition to the application was heard, and that the proposed revision will not interfere with the established rights of any owner of a part of the subdivided land.

BE IT THEREFORE ORDERED, that the application for Miller Addition to Bayview Lots 39, 40 and Part of 34 Replat be approved and that Lucky Jugal, LLC be hereby permitted to revise the subdivision plat by filing the revision for record with the County Clerk.

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 21st day of July.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

By: _____, Deputy

On this the 9th day of June, 2025, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

Mark Henry, County Judge;
Darrell A. Apffel, Commissioner, Precinct No. 1;
Joe Giusti, Commissioner, Precinct No. 2;
Hank Dugie, Commissioner, Precinct No. 3; **(Absent)**
Robin Armstrong MD, Commissioner, Precinct No. 4;
Dwight Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit:

WHEREAS, the subdivision plat of Miller Addition to Bayview is presently on file with the County Clerk of Galveston County. It may be found in recorded in Volume 11, Page 48 of the Map Records of Galveston County, Texas; and

WHEREAS, by the application attached hereto as Exhibit "A", **Lucky Jugal, LLC** have filed their Petition and Application for permission to revise a portion of Lots 39, 40 and 34; and

WHEREAS, the Commissioners Court has determined that the revision to the subdivision plat does not affect a public interest or public property of any type under Section 232.009(c) of the Local Government Code; and

WHEREAS, Local Government Code, Sec. 232.009 requires notice of this application be posted on the county website for at least 30 days preceding the date of the meeting to consider the application; and

BE IT THEREFORE ORDERED, that the time and place at which this Court will meet to consider the application and to hear public comments on the revision of the subdivision plat will be July 21st at 9:30 a.m. in the following location:

Galveston County North Annex
174 Calder
League City, Texas

UPON MOTION DULY MADE AND SECONDED the above Order was passed this 9th day of June, 2025.

COUNTY OF GALVESTON, TEXAS

BY: _____
Mark Henry, County Judge

ATTEST: _____
Dwight Sullivan, County Clerk

By: _____, Deputy
Melissa A. Childs

EXHIBIT "A"

APPLICATION FOR PERMISSION
TO REVISE SUBDIVISION PLAT

THE COMMISSIONERS COURT
OF GALVESTON COUNTY, TEXAS

TO THE HONORABLE COMMISSIONERS' COURT OF GALVESTON COUNTY, TEXAS
NOW COMES Lucky Jugal, LLC, and file this Petition and Application to revise plat of Miller Addition to Bayview Lots 39, 40 & part of 34 of the Subdivision Plat recorded in Volume 11, Page 48 of the Map Records of Galveston County, Texas to:

a. Combine Lots 39, 40 and part of Lot 34 of Miller Addition to Bayview as 1 Lot.

Lucky Jugal, LLC requests permission to revise the Subdivision Plat in accordance with and as provided for in V.T.C.A., Local Government Code Section 232.009, and in support thereof would respectively show unto the court the following, to wit:

1. That Petitioner Lucky Jugal, LLC, owns land in Miller Addition to Bayview that is subject to the subdivision controls of Galveston County.

2. A copy of the proposed re-plat is attached hereto as Exhibit "B"

3. The portion of the Subdivision Plat that will be revised is:

    a. Lots 39, 40 and part of Lot 34

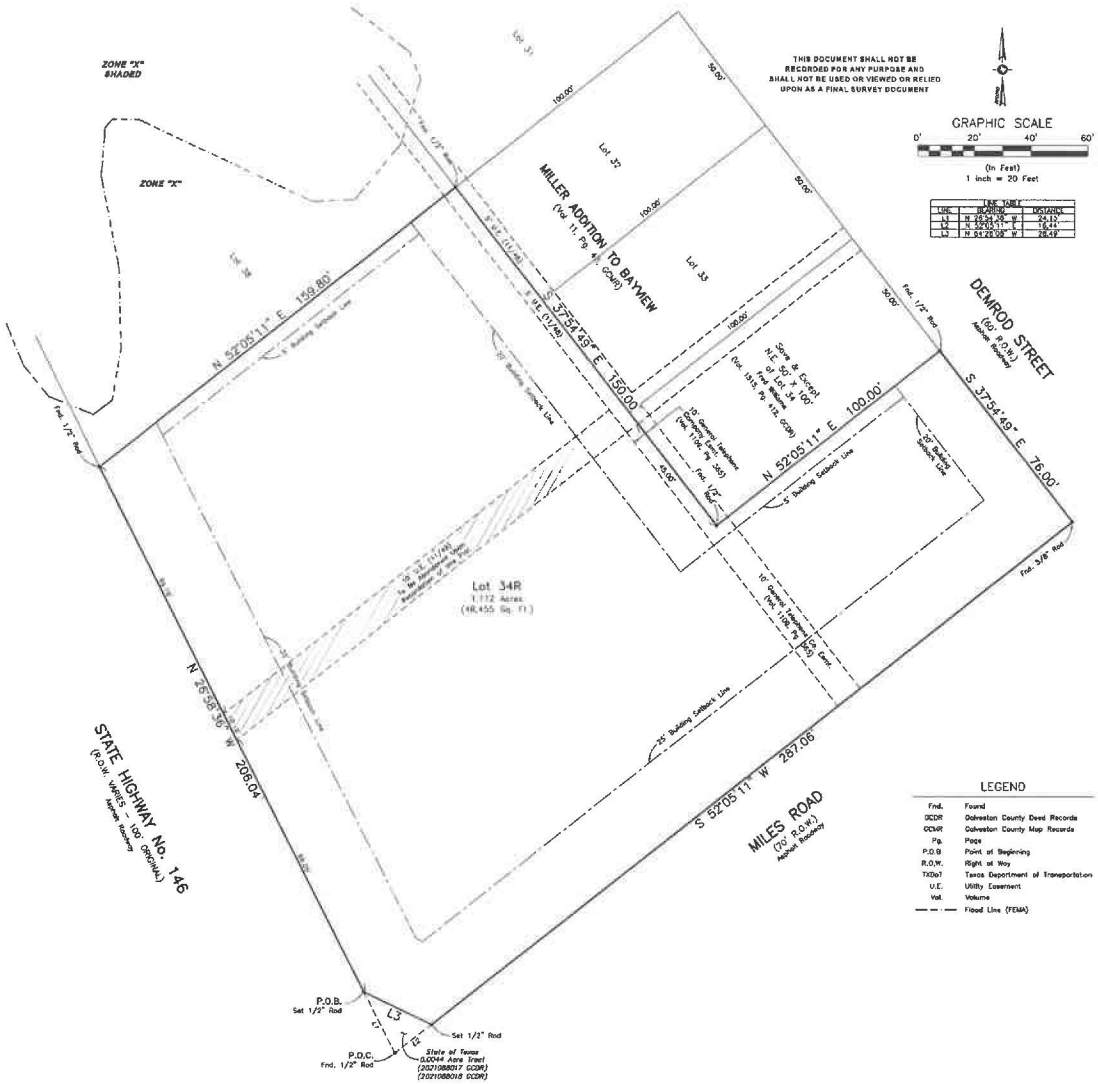
4. The revision will not interfere with the established rights of any owner of a part of the subdivided land.

5. Petitioner is willing to pay the County any administrative costs that may be involved including the filing for record with the County Clerk a revised Plat or part of a Plat showing the changes made to the original plat.

WHEREFORE, Petitioner prays that notice of this Petition and Application be given to all owners of the lands within the Subdivision Plat and that said notice be published in a newspaper general circulation in Galveston County as required by law; that upon final hearing the Honorable Court adopt an order granting permission to the Petitioner to revise the Subdivision Plat and that this Honorable Court enter such further orders and take further action as may be proper.

Zufiqar Maredia
President

04/16/2025
Date



LEGEND

Fnd.	Found
GCDR	Galveston County Deed Records
GCMR	Galveston County Map Records
Pg.	Page
P.O.B	Point of Beginning
R.O.W.	Right of Way
TXDoT	Texas Department of Transportation
U.E.	Utility Easement
Vol.	Volume
— — —	Flood Line (FEMA)

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that this written instrument was filed for record in my office on _____, 2025, at ___o'clock, ___m., and duly recorded on _____, 2025, at ___o'clock, ___m., under Galveston County Clerk's File No. _____ Galveston County Map Records.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.

Dwight Sullivan
County Clerk
Galveston County, Texas

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

By: _____ Deputy

NOTES:

1.) The property lies entirely within Zone "X" (No BFE) per FIRM Map No. 48167C0044G, dated August 13, 2019, as established by the Federal Emergency Management Agency.

2.) Owners shall comply with the current Galveston County culvert regulations and stipulations.

3.) Bearings based on found monumentation of subject tract.

4.) The Coordinates, Bearings and Distances shown are based on the Texas State Coordinate System of 1983, South Central Zone, and are referenced to N.G.S. Monument HCCSD 57 (AW5498). All units are expressed in U.S. Survey Feet.

5.) Building Setback Lines shown per the Texas City ETJ Agreement with Galveston County as stated in Resolution No. 05-0148.

SURVEY DATE:	MARCH 13, 2025
FILE No.:	5144-20.00-0034-003
DRAFTING:	RDM
JOB No.:	25-0051

High Tide Land Surveying L.L.C.

LEAGUE CITY OFFICE
Registration Number: 10123800
(281) 554-7739 FAX (281) 554-7799
200 HOUSTON AVE., SUITE B LEAGUE CITY, TX 77573
Members of TX. ASSOC. of LAND SURVEYING, LLC

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

KNOW ALL MEN BY THESE PRESENTS

THAT Lucky Jugal, LLC, Zulfikar Maredia, President of said Lucky Jugal, LLC, herein referred to as Owner of the property subdivided in the above and foregoing MILLER ADDITION TO BAYVIEW, LOTS 39, 40, & PART OF 34 REPLAT, being a 1.112 acre tract of land, consisting of all of Lots Thirty-nine (39) and Forty (40) and a portion of Lot Thirty-four (34), of MILLER ADDITION TO BAYVIEW, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 11, Page 48, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, does hereby makes and establishes said Subdivision and development plan of said property according to all lines, dedications, restriction and notations of said map or plat and hereby dedicates to the use of the public forever all streets, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed, and does hereby bind ourselves, our successors, and assigns to warrant and forever defend the title to the land so dedicated

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage at any septic tanks into any public or private street, road alley or any drainage ditch, either directly or indirectly.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage ways shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operation and maintenance of the drainage facility and that such property abutting shall not be permitted to drain directly into this easement except by means of an approved drainage structure

FURTHER, Owner does hereby dedicate to the public a strip of land thirty (30') feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws sloughs or other natural drainage courses located in said plat, as easements for drainage purposes and labeled as Bulkhead Building Line and Wetland Building Line on the attached plat, giving Galveston County or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owner does hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1-3/4) square feet (16" diameter) with culverts and bridges to be provided for all private driveways or walkways crossing such drainage facilities.

FURTHER, Owner does hereby covenant and agree that those streets located within the boundaries of this plat are always available for the general use of said owners and to the public for fireman, fire fighting equipment, police and other emergency vehicles of whatever nature at all times.

FURTHER, Owner certifies and covenants that they have complied with or will comply with the existing Galveston County regulations heretofore on file with the Galveston County Engineer and adopted by the Commissioner's Court of Galveston County.

FURTHER, Owner hereby certifies and that this plat does not attempt to alter, amend or remove any covenants or restrictions; we further certify that no portion of the preceding plat was limited by deed restriction to residential use for not more than two (2) residential units per lot.

WITNESS my hand in the County of _____, Texas, this _____ day of _____, 2025.

Zulfikar Maredia – President
Lucky Jugal, LLC

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

Before me, the undersigned authority, on this day personally appeared Zulfikar Maredia, President of Lucky Jugal, LLC known to me to be the person whose name is subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes expressed therein and in the capacity therein and herein set forth.

WITNESS MY HAND AND SEAL OF OFFICE this_____day of_____, 2025.

Notary Public for the
State of Texas
My Commission Expires:___

APPROVED FOR FILING, wherein Galveston County assumes no obligation for grading, drainage structures, surfacing of streets or roads, or making any other improvements in said subdivision.

Honorable Darrell A. Apffel
Commissioner Precinct No. 1

Mark A. Henry
County Judge

I, Michael C. Shannon, County Engineer of Galveston County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Galveston County Commissioners' Court.

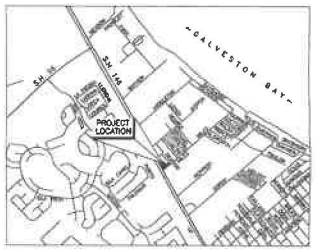
Michael C. Shannon
County Engineer

I, Dwight D. Sullivan, County Clerk, Galveston County, Texas, do hereby certify that the above subdivision titled MILLER ADDITION TO BAYVIEW, LOTS 39, 40, & PART OF 34 REPLAT, as mapped, was approved by the Commissioner's Court of Galveston County, Texas, by order dated _____, 2025.

WITNESS MY HAND AND SEAL OF OFFICE at Galveston, Texas, the day and date last above written.

Dwight D. Sullivan
County Clerk
Galveston County, Texas

By _____ Deputy



VICINITY MAP
SCALE : N.T.S.

METES AND BOUNDS DESCRIPTION

Being part of Lot Thirty-four (34) and all of Lots Thirty-nine (39) and Forty (40), of MILLER ADDITION TO BAYVIEW, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Volume 11, Page 48, in the Office of the County Clerk of Galveston County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2 inch rod found at the intersection of the Northwest line of Miles Road, being a 70 foot right-of-way, and the Northeast line of State Highway No. 146, right-of-way width varies (originally 100 feet), said point also being the most Southerly corner of a 0.0044 acre tract of land conveyed to the State of Texas in deed recorded under Instrument No. 2021088018 in the Office of the County Clerk of Galveston County, Texas;

THENCE North 26°58'59" West, along the Northeast line of said State Highway No. 146, same being the Southwesterly line of said 0.0044 acre State of Texas tract, a distance of 24.15 feet to a set 1/2 inch rod, and the POINT OF BEGINNING of the herein described tract;

THENCE North 26°58'59" West, along the Northeast line of said State Highway No. 146, a distance of 206.04 feet to the Westerly corner of Lot 39, of said MILLER ADDITION TO BAYVIEW, and a found 1/2 inch rod;

THENCE North 52°05'11" East, along the Northwest line of said Lot 39, a distance of 159.80 feet to the Northerly corner of said Lot 39, and a found 1/2 inch rod;

THENCE South 37°54'49" East, along the Northeast line of said Lots 39 and 40, and the Southeast line of that certain tract conveyed to Fred Williams and Alice M. Williams by Instrument recorded in Volume 1316, Page 412, of the Deed Records of Galveston County, Texas, a distance of 150.00 feet to the Southerly corner of said Williams tract and a found 1/2 inch rod;

THENCE North 52°05'11" East, along the Southeast line of said Williams tract, a distance of 100.00 feet, to the Easterly corner of said Williams tract and a found 1/2 inch rod, said corner being on the Southwest line of Demrod Street, being a 60 foot right-of-way;

THENCE South 37°54'49" East, along the Southwest line of said Demrod Street, a distance of 76.00 feet to the intersection of the Southwest line of said Demrod Street with the Northwest line of Miles Road, being a 70 foot right-of-way, and a found 5/8 inch rod;

THENCE South 52°05'11" West, along the Northwest line of said Miles Road, a distance of 287.06 feet to the Easterly corner of said 0.0044 acre State of Texas tract, and a set 1/2 inch rod;

THENCE North 84°28'08" West, along the Northerly line of said 0.0044 acre State of Texas tract, a distance of 28.49 feet to the POINT OF BEGINNING and containing within said boundaries a calculated area of 1.112 Acres (48,455 square feet) of land, more or less.

This is to certify that I, Stephen C. Blakley, a Registered Professional Land Surveyor for the State of Texas, Registration #5656, have plotted the above and foregoing subdivision from an actual survey made on the ground and under my direction; that this plat accurately represents the facts as found by that survey made by me, and; that all corners have been, or will be, properly monumented.

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Stephen C. Blakley
Registered Professional
Land Surveyor 5656

MILLER ADDITION TO BAYVIEW, LOTS 39, 40, & PART OF 34 REPLAT

BEING A REPLAT OF A 1.538 ACRE TRACT, CONSISTING OF PART OF LOT THIRTY-FOUR (34) AND ALL OF LOTS THIRTY-NINE (39) AND FORTY (40), OF MILLER ADDITION TO BAYVIEW, A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 11, PAGE 48, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS.

CITY OF BACLIFF
GALVESTON COUNTY, TEXAS

1 LOT, 1 BLOCK, 1.112 ACRE

OWNER:
Lucky Jugal, LLC
1217 Martinez Court
Friendswood, Texas 77546

SURVEYOR
High Tide Land Surveying, LLC
200 Houston Avenue, Suite B
League City, Texas 77573
(281) 554-7739

1038

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
b.68.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Claimant Cassie Powers

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 12:10 pm
2	Dianna Martinez	Approve	7/15/25 12:11 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
c.69.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

13.9 acres of land located at 54th St. and Broadway Blvd., Galveston, Texas

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 12:43 pm
2	Dianna Martinez	Approve	7/15/25 3:09 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
d.70.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of Settlement Agreement and Full Release with Cassie Powers from an incident that occurred on or about May 10, 2024, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 12:05 pm
2	Dianna Martinez	Approve	7/15/25 4:58 pm

No Backup Submitted

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
d.71.

722 Moody
County Courthouse
Galveston, TX 77550
(409) 766-2244

Consideration of authorizing amendment to the contract for sale of real property with Julie Barry, Trustee for the sale of approximately 13.9 acres of land located at 54th St., and Broadway Blvd., Galveston, TX, to extend the feasibility period until September 25, 2025, submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	7/15/25 12:54 pm
2	Dianna Martinez	Approve	7/17/25 8:35 am

TEXAS REALTORS

COMMERCIAL CONTRACT AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2022

AMENDMENT TO COMMERCIAL CONTRACT BETWEEN THE UNDERSIGNED BUYER AND SELLER CONCERNING THE PROPERTY AT

13.9 acres of land located along Broadway, Galveston Texas

Effective July 15, 2025, Seller and Buyer amend the contract as follows: *(Check all applicable boxes.)*

☐ A. Sales Price: The sales price in Paragraph 3 of the contract is changed to:

Cash portion payable by Buyer at closing. . . . . $_____

Sum of all financing described in the contract . . . . . $_____

Sales price (sum of cash portion and sum of all financing). . . . . $_____

☐ B. Property Description: The Property's legal description in Paragraph 2A of the contract is changed to the legal description described on the attached Exhibit _____ or as follows:

☐ C. Repairs: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:

☑ D. Extension of Feasibility Period: Prior to the expiration of the feasibility period, Buyer may extend the feasibility period until 11:59 p.m. on September 25 2025 (*date*) by delivering $ 25,000.00 to the title company as additional earnest money.

(1) $_____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph D, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(2) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
(a) The additional independent consideration.
(b) *(Check no boxes or only one box.)*
☐ all or ☐ $_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under the contract.

If no dollar amount is stated in this Paragraph D as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

Lovett Realty, Inc, 2410 Polk Street Suite 200, Houston, TX 77003 | Phone: (713) 499-9688 | Fax: (713) 561-6987
Hattie Parker

☐ E. Extension of Financing Deadline: The deadline for Buyer to give notice of inability to obtain the:

☐ (1) Third party loan(s) described in Subparagraph A(2) of the Commercial Contract Financing Addendum is extended until _____ (*date*).

☐ (2) Assumption approval described in Subparagraph B(6) of the Commercial Contract Financing Addendum is extended until _____ (*date*).

☐ (3) Buyer has paid Seller additional consideration of $_____ for the extension financing deadline. This additional consideration ☐ will ☐ will not be credited to the sales price upon the closing of the sale.

☐ F. Closing: The closing date in Paragraph 10A of the contract is changed to _____.

☐ G. Expenses: At closing Seller will pay the first $_____ of Buyer's expenses under Paragraph 13 of the contract.

☐ H. Waiver of Right to Terminate: Upon final acceptance of this Amendment, Buyer waives the right to terminate under Paragraph 7B of the contract.

☐ I. Counterparts: If this amendment is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

☐ J. Other Modifications:

Seller: _____

_____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Buyer: Julie Barry, Trustee

_____

By: _____

By (signature): _____

Printed Name: Julie Barry

Title: Trustee

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Lovett Realty, Inc, 2410 Polk Street Suite 200, Houston, TX 77003 | Phone: (713) 499-9688 | Fax: (713) 561-6987
Hattie Parker