GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
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, October 13, 2025 **9:30 AM** **Galveston County Courthouse**

REGULAR 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 10/13/2025

***2.** Order for payroll ending 10/8/2025 bi-weekly #21

***3.** Order for supplemental payroll period ending 10/8/2025 bi-weekly #21

***4.** Internal audit report of Galveston County Child Welfare for period of 8/1/2024 - 7/31/2025

***5.** Internal audit report of the District Attorney's Office Change Funds with response letter from Honorable Jack Roady, dated 9/26/2025

***6.** Internal audit report of the cash count of the Galveston County Senior Services Division with response letter from Julie Walker, dated 9/26/2025

***7.** Internal audit report of the inventory of fixed assets of the Sheriff's Office for period of 8/7/2025 - 9/3/2025 with response letter from Jimmy Fullen, Galveston County Sheriff, dated 9/24/2025

***8.** Internal audit report of the Justice of the Peace, Precinct 3 for period of 6/1/2024 - 5/31/2025 with response letter from the Honorable Billy A. Williams, dated 9/30/2025

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

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

***11.** Receive and file Summary of Biweekly Personnel Movements pay period #20, September 11 - September 24, 2025, submitted by Human Resources

***12.** Receive and file the September 2025 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections

***13.** Receive and file Order of Appointment of the Galveston County Purchasing Agent beginning September 29, 2025, for a term of two years, Oath of Office and Statement of Appointed Officer for Francisco Rodriguez submitted by the District Clerk

***14.** Consideration of a resolution honoring the 50th Anniversary of the Bolivar Chamber of Commerce submitted by Commissioner, Precinct 2

***15.** Consideration of a Resolution designating October 5-11, 2025, as 4-H Week in Galveston County submitted by Commissioner Pct. 2

***16.** Consideration of approval of reappointment to the Gulf Coast Center Board submitted by the County Judge

***17.** Consideration of approval of request to utilize the Jury Assembly Room at the Galveston County Justice Center at 600 59th Street, Galveston, Texas, for the Jack & Jill of America, Inc. Foundation forum event on Saturday, October 18, 2025 submitted by Commissioner, Precinct 2 on behalf of Constable, Precinct 3

***18.** Consideration of approval to accept a donation from the League City Garden Club of two live oak trees to be planted at Walter Hall Park, submitted by Parks and Cultural Services

***19.** Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to Lighthouse Christian Ministries for use of Bayshore Park for their 3rd Annual Harvest Festival on Saturday, November 15, 2025 and dates TBD in 2026 & 2027, presented by the Parks & Cultural Services Department

***20.** Consideration of approval of TXU Energy Contract Service Point Change Request Forms RSR-00275379 and RSR-00275380 for the following locations: a) deletion and meter removal 4802 HWY 3 UNIT 200W SECLT DICKINSON, TX 77539, and b) deletion and meter removal 4802 HWY 3 DICKINSON, TX 77539, submitted by Facilities

***21.** Consideration of approval of Comcast Business Enterprise EDI/ENS solution renewal with Comcast Business submitted by Information Technology

***22.** Consideration of approval of CTI Complete audio-visual conferencing maintenance renewal with CTI submitted by Information Technology

***23.** Consideration of renewal of Library Services Agreement between Galveston County and the Rosenberg Library Association submitted by Legal Services Manager

***24.** Consideration of approval of an interlocal agreement with Regional Public Defender Local Govt Corp FY26/27 submitted by Legal Services Manager

***25.** Consideration for authorization to issue formal solicitations for a wheeled loader submitted by the Purchasing Agent

***26.** Consideration for authorization to extend the contract for RFP #B241012 Miscellaneous Asphalt Paving submitted by the Purchasing Agent

***27.** Consideration for authorization to extend the contract for ITB 24-016 Corrugated Polyethylene & Polypropylene Pipe for Culverts submitted by the Purchasing Agent

***28.** Consideration for authorization to extend the contract for ITB #B212038 Newspaper Publication of Legal Notices submitted by the Purchasing Agent

***29.** Consideration for authorization to utilize cooperative purchase agreement in lieu of competitive bidding requirements to purchase a Gradall submitted by the Road & Bridge department on behalf of the Purchasing Agent

***30.** Consideration for the County Judge to execute the 287(g) agreement between the United States (US) Department of Homeland Security ("DHS"), Immigration and Customs Enforcement ("ICE"), and the Galveston County Constables Office Pct. 1 for the purpose of receiving reimbursable costs incurred by the Galveston County Constables Office Pct. 1 in providing resources to joint operations submitted by Constable, Precinct 1

***31.** Consideration for the County Judge to execute the 287(g) agreement between the United States (US) Department of Homeland Security ("DHS"), Immigration and Customs Enforcement ("ICE"), and the Galveston County Sheriff's Office for the purpose of receiving reimbursable costs in providing resources to joint operations submitted by the Sheriff's Office

***32.** Consideration of authorization for the County Judge to sign a contract addendum (addition of single sign on) with PowerDMS for Contract #227210 approved on Commissioners Court Item (#25-0841) on 7/7/25, submitted by the Sheriff's Office

***33.** Consideration of approval of an Order designating that all monies that otherwise would be deposited in an Officers' Salary Fund be deposited in Galveston County's General Fund submitted by Legal Services Manager

***34.** Consideration of approval of analyst agreement between Jeanne LaQue, the County of Galveston and the United States Drug Enforcement Administration to provide drug enforcement analyst services submitted by the Sheriff's office

***35.** Receive and file notification for transfer of funds from Sheriff's Unreserved Fund Balance to Sheriff's Expenditure Account submitted by Sheriff's Office

***36.** Consideration of approval of a Texas City Hurricane Levee permit number TCSW-25-383 for Kinder Morgan to use the Texas City Hurricane Levee for access and maintenance of an existing pipeline submitted by the County Engineer

***37.** Consideration of approval to authorize the County Engineer to negotiate engineering contracts for the 2025 Road and Bridge and Drainage Bond projects submitted by the County Engineer

***38.** Consideration of authorizing the County Judge to execute change order no. 2 to the Lucas Construction Co, Inc. contract for the Highway 3 Boat Ramp & Parking Lot Reconstruction project submitted by the County Engineer

***39.** Consideration of authorizing the County Judge to execute change order no. 1 to the Lucas Construction Co, Inc. contract for the Galveston County Road Rehabilitation Project submitted by the County Engineer

***40.** Consideration of approval of an order of abandonment of an unopened portion of Cedar Drive and adjacent right-of-way in Smith's First Addition to High Island submitted by Platting & Right-of-Way

***41.** Consideration of an Interlocal Collection Agreement with the City of Dickinson for collection of Bayou Lakes #1 & Bayou Lakes #2 Public Improvement Districts assessment on property submitted by the Tax Assessor/Collector

***42.** Consideration of renewal of fire protection services contract between Galveston County and League City Volunteer Fire Department, submitted by Legal Services Manager

***43.** Consideration of renewal of fire protection services contract between Galveston County and San Leon Volunteer Fire Department, submitted by Legal Services Manager

***44.** Consideration of renewal of fire protection services contract between Galveston County and Tiki Island Volunteer Fire Department, submitted by Legal Services Manager

***45.** Consideration of acceptance of FY 2026 Operation Lone Star grant award for local enforcement activities from the Office of the Governor's Public Safety Office - Homeland Security Division as submitted by Professional Services

***46.** Consideration of authorization for County Judge to sign 90/10 Match Commitment Letter for the DR-4798 Hazard Mitigation Grant Program pertaining to the Multi-Hazard Plan Update with the Texas Division of Emergency Management as submitted by Professional Services

***47.** Consideration of authorization for County Judge to sign FY 2026 - 2032 Child Welfare grant award contract and required documents from the Texas Department of Family Protective Services as submitted by Professional Services

***48.** Consideration of acceptance of DR-4798 Hurricane Beryl Vector Control project from the Federal Emergency Management Administration as submitted by Professional Services

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

***49.** 25-186-1013-A
Juvenile Justice- Request transfer from Juvenile Justice Fund - Residential Placement to Various Line Items to fund expenses for remainder of the fiscal year

***50.** 25-187-1013-B
Juvenile Justice- Request transfer from General Fund - Budgeted Reserves to National School Lunch Program - Transfer To Juvenile Justice to show revenue and expenses in appropriate cost-centers

***51.** 25-188-1013-C
County Judge- Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025

***52.** 26-06-1013-A
Fleet Management - SO Vehicles - Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26

***53.** 26-07-1013-B
Auditor- Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel adjustments for FY26

***54.** 26-09-1013-D
Road & Bridge Department- Request transfer within F.M. Lateral Road from Office and Administrative Supplies to General Operating Supplies to fund expenses in the appropriate ledger account.

***55.** 26-10-1013-E
Facilities- Request transfer from County Capital Projects Fund - Budgeted Reserves to Facilities Services - Building Improvements to fund Mid-County Annex Renovation

***56.** 26-11-1013-F
Professional Services- Request transfer from Grant Administration - Various Spend Categories to General Fund - Budgeted Reserves to fund personnel adjustments for FY26

***57.** 26-12-1013-G
212th District Court - Request transfer from General Fund - Budgeted Reserves to 212th District Court - Software Licensing and Maintenance to fund the purchase of Court Recorder software for FY26

***58.** 26-14-1013-I
Professional Services- Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Spend Categories to fund rollover for FY26

***59.** 26-15-1013-J
Professional Services- Consideration of approval of salary changes as listed on the schedule of personnel budgeting changes from FY 2026 adopted budget

Action Agenda

Purchasing

60. Consideration of awarding RFP 25-058 Printing for Yearly Newsletter

61. Consideration of approval of a contract agreement by and between Aspen Imagining, LLC dba Signature Aspen and the County of Galveston, for the printing and mailing of the County's annual newsletter

62. Consideration of awarding ITB 25-056 Malathion Insecticide

63. Consideration of resultant contract from ITB 25-056 Malathion Insecticide with ES OPCO USA, LLC dba Veseris submitted by Mosquito Control

64. Consideration for authorization to award RFP 25-057 Galveston County Guardianship Program

General Counsel

a. Break into Executive Session:

b. Executive Session:

Texas Government Code Section 551.074, Personnel Matters: 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 551.074 of the Texas Government Code, Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

b.65. Mosquito Control Manager

c. Reconvene into Regular Meeting

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 10/13/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 2:42 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*2.

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

Order for payroll ending 10/8/2025 bi-weekly #21

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 2:24 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*3.

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

Order for supplemental payroll period ending 10/8/2025 bi-weekly #21

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 2:44 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*4.

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

Internal audit report of Galveston County Child Welfare for period of 8/1/2024 - 7/31/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 4:49 pm

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

October 13, 2025

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

Honorable Mark A. and Members of the Court:

Attached to be received and filed is the internal audit report of Galveston County Child Welfare that covered the period August 1, 2024 through July 31, 2025.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Diana Huallpa, Chief Financial Officer

Attachment: Child Welfare Internal Audit Report
Response Letter, Diana Huallpa

Galveston County Child Welfare Internal Audit

August 22, 2025

Executive Summary 1
Introduction 2
Details 3-6

Galveston County
Internal Audit Division

Sergio Cruz
County Auditor

Executive Summary

Reliability and Integrity of Information (page 3-4)

- No material discrepancies were noted in the review of vouchers issued.
- No material discrepancies were noted in the review of the Rainbow Room items reimbursed by the Child Welfare Fund.

Compliance with Statutes, Policies and Procedures (pages 5-6)

- No discrepancies were noted in the review of the contract with Advocacy Center for Children.
- No discrepancies were noted in the review of the contract with Resolve It, Inc.
- No discrepancies were noted in the review of the contract with University of Texas Medical Branch at Galveston for Physician's Assistant and Pediatric Nurse Practitioner services.

Introduction

The Internal Audit Division conducted an internal audit of Galveston County Child Welfare in accordance with Local Government Code §115. The internal audit covered the period August 1, 2024 through July 31, 2025. The audit was performed from August 4, 2025 through August 22, 2025.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information
- Compliance with laws, regulations, contracts, policies, plans and procedures

The scope of the internal audit encompassed the financial records and administrative procedures related to Child Welfare. The internal audit included, but was not limited to, the applicant files, accounts, reports, contracts and records of Child Welfare. The internal audit may also include reports or other records of the County Auditor, other county officials and third-party entities.

The internal audit included examining transactions on a test basis, and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The department head therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to Child Welfare as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Celeste McGilberry, Internal Auditor II, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Vouchers

Vouchers for clothing, food and diapers are provided by the county for children who are in temporary or sudden placement situations. The vouchers are approved by the Children's Services Board then issued by the Galveston County Child Welfare Specialist. Each child may be issued one of each type of voucher every quarter. The vouchers are typically mailed to the caretaker, however, on occasion a case worker may pick up the voucher and deliver it to the caretaker. The caretaker has 31 days from the date of issuance to use the voucher. Each voucher reflects the purchaser's name and address, the child's name and age, the type of voucher, the store at which it may be redeemed and the amount of the voucher. Vouchers must be redeemed at the customer service desk of the store. If the total purchase exceeds the face value of the voucher, it's the responsibility of the caretaker to cover the difference. The store invoices the county for the purchases. Per office policy, a copy of the sales receipt must accompany the invoice and the invoice must be submitted in a timely manner. Invoices and copies of sale receipts are scanned in Workday. All other support documentation is provided by the Child Welfare Specialist.

Clothing vouchers must be redeemed at Ross Dress for Less clothing store and food and diaper vouchers must be redeemed at Kroger. Clothing voucher amounts are determined by the age of the child; food and diaper vouchers are a flat rate.

Clothing Vouchers:	
Birth - 5 years	$60.00
6 - 12 years	$80.00
13 - 18 years	$95.00
Food Vouchers	$50.00
Diaper Vouchers	$20.00

During the audit period, 688 vouchers were issued and 377 (49%) were redeemed. The following chart reflects the vouchers issued and redeemed from August 1, 2024 through July 31, 2025:

Type	Issued	Total Value	Redeemed	Total Value	Vouchers Redeemed %
Clothing	613	$45,000.00	326	$22,975.25	53.18%
Diaper	75	$1,500.00	11	$217.52	14.67%
Totals	**688**	**$46,500.00**	**337**	**$23,192.77**	**48.98%**

No material discrepancies were noted in the review of the vouchers reimbursed by the Child Welfare Fund.

Rainbow Room

Galveston County reimburses the Advocacy Center for Children for the cost of portable cribs and car seats to be distributed through the Rainbow Room. The Advocacy Center submits a monthly invoice to the county for reimbursement of the expenditures. Contract Services date stamps the invoices upon receipt. Adequate support documentation must be provided with each invoice. Office policy requires the invoices to be submitted for reimbursement by the county within 7 days following the last day of the month in which the expenditures were made. Invoices and support documentation are scanned in Workday. Additional support documentation is provided by the Child Welfare Specialist.

From August 1, 2024 through July 31, 2025, Advocacy Center was reimbursed for the following items purchased for the Rainbow Room:

Portable Crib	27
Car Seat	19

No material discrepancies were noted in the review of the Rainbow Room reimbursed by the Child Welfare Fund.

Compliance with Statutes, Policies and Procedures

As part of the audit, the following areas were reviewed to provide reasonable assurance of compliance with statutes, regulations and contracts within child welfare.

Contracts

Through the approval of Commissioners Court, the Children's Services Board has contracted with various entities to provide child welfare services throughout Galveston County. The following entities are contracted with the county to provide these services.

Advocacy Center for Children

The Advocacy Center for Children of Galveston County facilitates a team approach to the prevention, intervention, investigation, prosecution and treatment of child abuse. Licensed therapists, case workers and Advocacy Center staff work together to eliminate the re-victimization of child abuse victims through comprehensive services to child abuse victims and their families. The Rainbow Room at the Advocacy Center for Children accepts donations to be distributed to children from birth through 17 years old. On September 30, 2024, Commissioners Court approved the renewal of the contract between Galveston County Children's Services Board, Galveston County and the Advocacy Center for Children of Galveston County. The term of the contract renewal was October 1, 2024 through September 30, 2025. The purpose of the contract is to provide partial administrative cost reimbursement of salary and benefits to help assist the Advocacy Center in the performance of its duties. In addition, the contract provides funds for portable cribs and car seats for the Rainbow Room. Under section III Maximum Amount of Expenditures of the contract, the maximum expenditure amount to be paid shall not exceed $13,000.00; breakdown of the expenditures are as follows:

Administrative Expenses (Salary)	$5,000.00
Rainbow Room	$3,000.00
Outreach Coordinator	$2,500.00
Coordinator	$2,500.00
Total Expenditures	**$13,000.00**

Under section III Maximum Amount of Expenditure, the Advocacy Center for Children is required to make requests for payment monthly by the 7th day following the last day of the month.

Under section VII Inspection of Records, the Advocacy Center for Children is required to maintain the necessary financial records to support the expenditure of the funds paid by Galveston County. The Center submits an invoice to the county for reimbursement of the expenditures. Adequate support documentation must be provided with each invoice.

No discrepancies were noted in the review of the contract with Advocacy Center for Children.

Compliance with Statutes, Policies and Procedures (cont.)

Resolve It, Inc.

Resolve It, Inc. is a non-profit organization, established in 1998, in response to critical gaps in mental health services available to children who have been exposed to family violence, child abuse and neglect. Resolve It, Inc. programs address important, unmet mental health needs of children in the Houston/Galveston area. Resolve It, Inc. was awarded a Victims of Crime Act (VOCA) grant in the amount of $416,090.00 with a requirement of 20% matching funds. This requires Resolve It, Inc. to obtain matching funds of $83,218.00 annually. Galveston County agreed to provide $30,000.00 of the required matching funds. On September 30, 2024, Commissioners Court approved the renewal of the contract between Galveston County Children's Services Board, Galveston County and Resolve It, Inc. The term of the contract renewal was October 1, 2024 through September 30, 2025. The purpose of the contract is to provide those matching funds for use towards administrative costs for contractual and professional services, staff training and development, mileage costs, project expenses, project supplies and project curriculum. On October 14, 2024, Galveston County issued payment to Resolve It, Inc. for the grant match in the amount of $30,000.00.

Under section VII Inspection of Records, Resolve It, Inc. is required to maintain the necessary financial records to support the expenditure of the funds paid by Galveston County. Support documentation was provided by Resolve It, Inc.

No discrepancies were noted in the review of the contract with Resolve It, Inc.

University of Texas Medical Branch (UTMB) Physician's Assistant

On September 30, 2024, Commissioners Court approved the renewal of the contract between UTMB, Galveston County Children's Services Board and Galveston County. The term of the contract renewal was October 1, 2024 through September 30, 2025. UTMB agreed to provide a Physician's Assistant (PA) and a Pediatric Nurse Practitioner (PNP) to provide or assist with child abuse forensic medical evaluations at either the UTMB ABC Center or the medical facility at the Advocacy Center for Children of Galveston County. The PA/PNP also agreed to facilitate, coordinate and standardize the work of faculty, residents, nurses, UTMB social workers and Child Protective Services case workers. Under section III Terms for Payment of the contract, Galveston County agreed to compensate UTMB for 70% of the PA/PNP's annual salary and benefits in the amount of $110,431.00, payable in 12 equal installments of $9,202.58. Also, compensating for 20% of the Program Coordinator annual salary and benefits in the amount of $17,846.00, payable in 12 equal installments of $1,487.16. In addition to the salary and benefits, Galveston County shall provide UTMB $40,723.00 for maintenance and operations and overhead costs, payable in 12 equal installments of $3,393.58. The total amount of compensation to be received per fiscal year by UTMB shall not exceed $169,000.00. Under section I Reporting of the contract, UTMB is required to send monthly reports to the Children's Services Board and Galveston County's Director of Community Services containing information detailing the number of children seen, type of abuse noted and type of exam each patient was given. At the end of the contract year, the PA/PNP will send a final report to the Children's Services Board and Galveston County's Director of Community Services.

No discrepancies were noted in the review of the contract with UTMB for Physician's Assistant and Pediatric Nurse Practitioner services.

MEMORANDUM

Date: September 17, 2025

To: Sergio Cruz, County Auditor

From: Diana Huallpa, Chief Financial Officer

CC: Christian Monterrubio, Deputy Chief Financial Officer

Froy Arcega, Child Welfare Coordinator

Lori McWhirter, Internal Audit Manager

Celeste McGilberry, Auditor Internal Controls II

Subject: Response to FY25 Galveston County Child Welfare Internal Audit

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The Department of Professional Services acknowledges receipt and review of the Galveston County Child Welfare Internal Audit Report covering the period of August 1, 2024 through July 31, 2025.

We appreciate the Auditor's Office for conducting this review. Our department will continue to adhere to all applicable statutes, policies, and procedures to ensure full compliance.

Please accept this memorandum as our formal response to the audit findings. Should any further clarification be needed, our office remains available to provide additional information or discuss the report in greater detail.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*5.

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

Internal audit report of the District Attorney's Office Change Funds with response letter from Honorable Jack Roady, dated 9/26/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 4:52 pm

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie, Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

October 13, 2025

Honorable Mark A. Henry, County Judge, and
Members of the Commissioners Court
722 Moody Avenue
Galveston, Texas 77551

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the District Attorney's Office Change Funds. Also attached is the response letter from Honorable Jack Roady, dated September 26, 2025.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Jack Roady

Attachments: District Attorney's Change Fund Internal Audit Report
Response Letter, Honorable Jack Roady

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

September 17, 2025

To: Honorable Jack Roady
Galveston County District Attorney

From: Sergio Cruz
County Auditor

Re: District Attorney's Change Funds

Child Protective Services (CPS) Change Fund

Under Local Government Code (LGC) §130.902, a $1,000.00 Change Fund for the District Attorney's Office was approved by Commissioners Court on September 13, 2016. The purpose of this change fund is to provide immediate financial support for CPS case inquiry and process service requests for time sensitive CPS cases. All cash and transactions are handled by District Attorney's employees, and replenishments to the fund are budgeted out of the District Attorney's Emergency Family Support account.

A surprise cash count of the District Attorney's Change Fund was conducted as part of the audit on September 9, 2025. Controls are in place to ensure staff uses a lockable drawer to secure funds until they are ready for use. All funds were accounted for at the time of the surprise cash count.

The Auditor's Office reviewed the monthly reconciliations of the fund performed by the District Attorney's Office for the period of September 1, 2024 to August 31, 2025. No issues were noted in the review.

Civil Services Change Fund

LGC §130.902, a $400.00 Change Fund for the District Attorney's Office was approved by Commissioners Court on December 12, 2022. This amount was increased from the existing $200.00 Change Fund approved by Commissioners Court on October 4, 2021. The purpose of this Change Fund is to provide immediate funds for Civil Service Fees related to Asset Forfeiture cases. All cash and transactions are handled by District Attorney's employees, and replenishments to the fund are budgeted out of the District Attorney's Civil Services account.

A surprise cash count of the District Attorney's Change Fund was conducted as part of the audit on September 9, 2025. Controls are in place to ensure staff uses a lockable drawer to secure funds until they are ready for use. All funds were accounted for at the time of the surprise cash count.

The Auditor's Office reviewed the monthly reconciliations of the fund performed by the District Attorney's Office for the period of September 1, 2024 to August 31, 2025. No issues were noted in the review.

We wish to kindly thank Mr. Roady and his staff for their cooperation and assistance.

COUNTY of GALVESTON
Criminal District Attorney
JACK ROADY

Kayla Allen
First Assistant

Johnny J. Freeze
Chief Investigator

Zonia Wilturner-Smith
Chief Executive Officer

September 26, 2025

Mr. Sergio Cruz
Galveston County Auditor
722 Moody, 4th Floor
Galveston, TX 77550

Re: District Attorney's Change Funds Audit

Dear Mr. Cruz:

Please know I have reviewed and approved the District Attorney's Change Funds Audit, prepared by your office on September 17, 2025.

Thank you, to you and your staff, for the great assistance from your office.

Sincerely,

	Felony Section	Family Law Section	Grand Jury Section	Victim's Assistance Unit	Houston Line
Office:	409-766-2355	409-766-2364	409-766-2379	409-770-5124	281-316-8300 x 2355
Fax:	409-766-2290	409-765-3237	409-770-6291	409-765-3196	

www.co.galveston.tx.us

600 59th Street, Suite 1001 · Galveston, Texas 77551

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*6.

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

Internal audit report of the cash count of the Galveston County Senior Services Division with response letter from Julie Walker, dated 9/26/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 5:00 pm

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie, Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

October 13, 2025

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

Honorable Mark A. and Members of the Court:

Attached to be received and filed is the internal audit report of the cash count of the Galveston County Senior Services Division on behalf of the Department of Parks & Cultural Services. Also attached is the response letter from Julie Diaz, dated September 26, 2025.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Julie Diaz, Director of Department of Parks and Cultural Services

Attachments: Senior Services Division Internal Audit Report
Response Letter, Julie Diaz

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie, Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

September 25, 2025

To: Julie Walker
Director, Department of Parks and Cultural Services

From: Cynthia Hicks
Internal Auditor

Re: Senior Services Division Cash Count and Statistical Analysis

---

A surprise cash count of the Senior Services Division was conducted on September 16, 2025. The objective of the cash count was to determine if all the collections had been accounted for at the time of the cash count and if the collections were properly handled and in a timely manner.

- All funds were accounted for at the time of the surprise cash count.
- All collections were properly handled and in a timely manner.

Finding: Senior Services issued numerous manual receipts that were not numbered. The manual receipts were printed at the county print shop.

Recommendation Senior Services-25-01: Senior Services must return all used and unused manual receipt books that were not numbered to the Auditor's Office. Moving forward, all manual receipt books must be obtained from the Auditor's Office.

Statistical Analysis

Galveston County established the Senior Citizens Program to serve adults aged 60 and older. Senior Services staff provide congregate meals and transportation services. 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). Since 2008, the program has also been supported by the Texans Feeding Texans Program through the Texas Department of Agriculture as well as local participant contributions.

Statistical Analysis (cont.)

A five-year statistical analysis was performed on the participant contributions paid to Galveston County from FY2021 through FY2025 (as of September 22, 2025) derived from congregate meals and transportation services.

The chart below reflects the participant contributions from congregate meals. There has been a 181% increase in participant contributions from FY2021 to FY2025 (as of September 22, 2025). FY2023 to FY2024 saw participant contributions return to normal as seniors returned to the centers following the re-opening after the COVID-19 pandemic. The difference from FY2024 to FY2025 (as of September 22, 2025) is a 35.57% decrease.



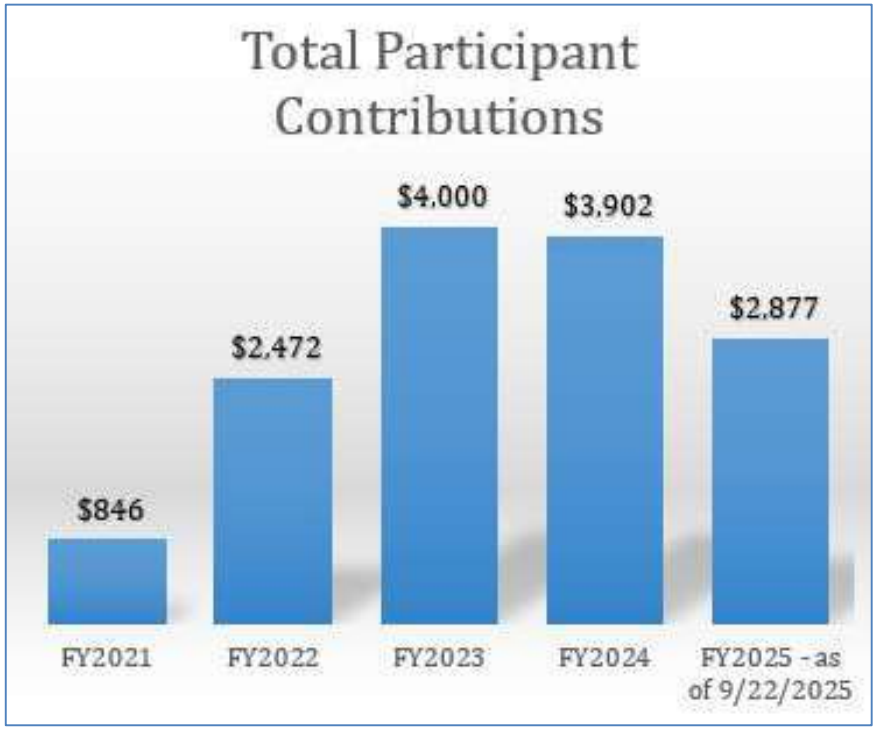
Statistical Analysis (cont.)

The chart below reflects the participant contributions from transportation services. There has been an increase of 659% in participant contributions from FY2021 to FY2025 (as of September 22, 2025). With the re-opening of centers post COVID-19, there has been an increase in participation in the past three fiscal years. Since the last audit, the increase is 133%.



Statistical Analysis (cont.)

The chart below reflects the total participant contributions for congregate meals and transportations services provided by the Senior Services Division. Overall participant contributions have increased 240% from FY2021 to FY2025 (as of September 22, 2025).



We wish to thank Mrs. Walker and her staff for their cooperation and assistance.

cc: Sergio Cruz, County Auditor
Christie, Motogbe, CPA, First Assistant County Auditor

COUNTY of GALVESTON

Department of Parks & Cultural Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8101 • Fax: (409) 621-7986

September 26th, 2025

Sergio Cruz County Auditor
The County of Galveston
County Auditor's Office
P. O. Box 1418
Galveston, Texas 77553

RE: Senior Services Cash Count and Statistical Analysis

Dear Mr. Cruz,

The purpose of this letter is to present the Department of Parks and Cultural Services response to your office's Senior Services Cash Count Audit, which was conducted on September 16th, 2025.

Finding: Senior Services issued numerous manual receipts that were not numbered. The manual receipts were printed at the county print shop.

Recommendation Senior Services-25-01: Senior Services must return all used and unused manual receipt books that were not numbered to the Auditor's Office. Moving forward, all manual receipt books must be obtained from the Auditor's Office.

Response: Now that Senior Services has been informed that the Auditor's office would like us to get numbered receipt books from them, we will make sure all staff are informed and will follow this policy in the future.

I would like to thank Cynthia Hicks for her professionalism as she conducted her visit and interactions with our staff.

Thank you,

Julie Walker
Director
Galveston County Parks & Cultural Services
409-934-8114
Julie.Walker@galvestoncountytx.gov

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*7.

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

Internal audit report of the inventory of fixed assets of the Sheriff's Office for period of 8/7/2025 - 9/3/2025 with response letter from Jimmy Fullen, Galveston County Sheriff, dated 9/24/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 4:56 pm

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie, Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

October 13, 2025

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

Honorable Mark A. and Members of the Court:

Attached to be received and filed is the internal audit report of the inventory of fixed assets of the Sheriff's Office conducted August 7, 2025 to September 3, 2025. Also attached is the response letter from Jimmy Fullen, Galveston County Sheriff, dated September 24, 2025.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Jimmy Fullen, Galveston County Sheriff,

Attachment: Sheriff's Office Fixed Assets Audit Report
Response Letter, Jimmy Fullen, Galveston County Sheriff

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie, Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 (409) 770-5300 722 Moody Ave, 4th Floor, Galveston, TX 77550

September 3, 2025

To: Jimmy Fullen
Galveston County Sheriff

From: Cynthia Hicks
Internal Auditor

Re: Sheriff's Office, Inventory of Fixed Assets

An inventory of fixed assets of the Sheriff's Office was conducted from August 7, 2025 to September 3, 2025. The objective of the inventory was to provide reasonable assurance that Galveston County fixed assets assigned to the Sheriff's Office have been accounted for at the time of the inventory and the information in Workday is complete and accurate.

Fixed Asset Identification (FAID)

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) requires the custodial department to properly tag and document receipt of each fixed asset. The Purchasing Asset Coordinator assigns a unique Fixed Asset Identification (FAID) number to each fixed asset. The FAID is recorded in Workday and a decal reflecting the number is affixed to the vehicle or piece of equipment. No material discrepancies were noted.

Semi-Annual Fixed Asset Inventory

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) 12.4(c) states an online process, using the Asset Custody Verification Form, is initiated semi-annually with all departments. The Asset Verification Form includes all inventoried fixed assets charged to the protective custody of each department. The department's asset custodian shall examine the form for accuracy, execute it and return it to the Purchasing Asset Coordinator.

The Sheriff's Office performed an inventory of fixed assets and submitted the Asset Custody Verification Forms to the Fixed Asset Property Manager in May 2024.

Fixed Asset Transfer

The Purchasing Agent Policies & Procedures Manual (March 7, 2018) 11.3(a) states "Fixed asset transports from location to location require the notification of the Purchasing Asset Coordinator who will perform the update of location in the financial system. Custodial transfers from one department/division to another must be documented with Purchasing form FA-02, Transfer which must be sent to the Purchasing Asset Coordinator. The transfer will be completed and filed with the asset record within 5 business days." No material discrepancies were noted.

We wish to thank Sheriff Fullen and his staff for their cooperation and assistance.

cc: Sergio Cruz, County Auditor
Christie, Motogbe, CPA, First Assistant County Auditor
Veronica Vanhorn, Interim Purchasing Agent

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

September 24, 2025

To: Mr. Sergio Cruz
County Auditor

Re: Audit Report, Sheriff's Office, Inventory of Fixed Assets

Mr. Cruz,

An inventory of fixed assets of the Sheriff's Office was conducted from August 7, 2025 to September 3, 2025. I have received the fixed assets inventory report performed by your auditors.

Fixed Asset Identification (FAID)
No material discrepancies were noted.

Semi-Annual Fixed Asset Inventory
No material discrepancies were noted.

Fixed Asset Transfer
No material discrepancies were noted.

As always, we appreciate your office's continued support in providing the Sheriff's Office with constructive recommendations for improvement.

Sincerely,

Jimmy Fullen
Sheriff

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*8.

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

Internal audit report of the Justice of the Peace, Precinct 3 for period of 6/1/2024 - 5/31/2025 with response letter from the Honorable Billy A. Williams, dated 9/30/2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 4:35 pm

GALVESTON COUNTY

Office of the County Auditor

Sergio Cruz
County Auditor

Christie, Motogbe, CPA
First Assistant County Auditor

P.O. Box 1418, Galveston, Texas 77553 **(409) 770-5300** **722 Moody Ave, 4th Floor, Galveston, TX 77550**

October 13, 2025

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

Honorable Mark A. Henry and Members of the Court:

Attached to be received and filed is the internal audit report of the Justice of the Peace, Precinct 3. The audit covered the period June 1, 2024 through May 31, 2025. Also attached is the response letter from the Honorable Billy A. Williams, dated September 30, 2025.

Sincerely,

Sergio Cruz

Sergio Cruz
County Auditor

cc: Honorable Judge Billy A. Williams

Attachment: Justice of the Peace, Precinct 3 Audit Report
Response Letter, Judge Billy A. Williams

Justice of the Peace, Precinct 3 Audit

July 18, 2025

Executive Summary..... 1-2
Introduction 3
Details..... 4-11

Galveston County
Internal Audit Division

Sergio Cruz
County Auditor

Executive Summary

Reliability and Integrity of Information (page 4)

- Compensating controls have been implemented in different areas of the court's operations to ensure a proper separation of duties.
- No material exceptions were noted in review of support documentation for adjustments, reversals and voids.
- No material exceptions were noted in the recording of citations issued by the Galveston County Sheriff's Office in Odyssey.

Safeguarding of Assets (page 5)

- All collections were accounted for during the surprise cash counts.
- Physical security over assets (collections) is adequate.
- Collections are deposited daily.
- Bond account bank reconciliations are reviewed quarterly by the Auditor's Office.

Compliance with Statutes, Policies and Procedures (pages 6-9)

- No discrepancies were noted in the testing of Administrative Dismissals.
- No discrepancies were noted in the testing of No-Charge Dismissals.
- No material discrepancies were noted in the testing of Court costs, fines and fees.
- No material discrepancies were noted when testing of the allocation of credits awarded.
- No material discrepancies were noted in the court's assessment of Time Payment Fees.
- No discrepancies were noted in the testing of collection contracts.
- No material discrepancies were noted in review of support documentation for credit awarded.
- To ensure compliance with court policies, charges must be applied per Texas statute.

Executive Summary (cont.)

Statistical Analysis (pages 10-11)

- Nearly half (45.1%) of the cases filed in fiscal year 2024 were non-traffic misdemeanors. Traffic misdemeanors made up 27.5% and evictions and debt claims tied with 21.5% of the total cases.

- Bank deposits increased 26% from $527,256 in FY2020 to $715,215 in FY2024.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 3, in accordance with Local Government Code (LGC) §115. The internal audit covered the period June 1, 2024 through May 31, 2025. The audit was performed from June 27, 2025 through July 18, 2025.

The primary objectives of the internal audit are to provide reasonable assurance concerning:

- Reliability and integrity of the information.
- Safeguarding of assets.
- Compliance with laws, regulations, contracts, policies, plans and procedures.

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 3. The internal audit included, but was not limited to, the books, accounts, reports, dockets and records of the Justice of the Peace, Precinct 3.

The internal audit included examining transactions on a test basis and required exercising judgment in the selection of such tests. As the internal audit was not a detailed examination of all transactions, there is a risk that errors or fraud were not detected during the internal audit. The official therefore retains the responsibility for the accuracy and completeness of the financial information.

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Justice of the Peace, Precinct 3 as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Cynthia Hicks, Internal Auditor, performed the audit.

Reliability and Integrity of Information

Reliable information is accurate, timely, complete and useful. In order to achieve this, controls over record keeping and reporting must be adequate and effective.

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction and have custody of the assets. A proper separation of duties is sometimes difficult to establish due to the size of staff and budgetary constraints; however, compensating controls have been implemented in different areas of the court's operations.

Adjustments, Reversals and Voids

All clerks have the ability to process adjustments, reversals and voids in their own till in Odyssey, the court's case management software. An explanation for the transaction is recorded in the "comment" section of the case. Court policy requires the judge's approval for reversals and voids. A copy of the transaction receipt, signed by the judge, must be scanned into Odyssey as proof of the judge's authorization. The County Cash Handling Policy (effective 9/1/2017) Section 3.0 Cash Handling "required procedures for cash collection points include approval of any voided receipts by the area supervisor". A sample of adjustments, reversals and voids was tested for compliance with court policy and the County Cash Handling Policy.

No material discrepancies were noted.

Completeness and Accuracy

Information from citations issued by the Galveston County Sheriff's Office is recorded in their Record Management System (RMS). The citations are turned in to the related Justice Court and subsequently entered into Odyssey by the clerks. Internal Audit tested a sample of citations recorded in RMS to verify the information was completely and accurately recorded in Odyssey. A sample of citations was tested for compliance with court policy.

No material discrepancies were noted.

Safeguarding of Assets

Safeguarding of assets has three basic components: 1) physical security of the collections 2) minimal exposure to loss and 3) proper management of the collections.

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Monies collected should be kept in a locked drawer or safe until they are deposited in the bank.

As part of the audit, the auditor conducted a surprise cash count at the Galveston office on June 27, 2025, the La Marque office on July 2, 2025 and the Crystal Beach office on July 18, 2025. Controls are in place to ensure the staff of each office uses a lockable safe to secure collections until ready to be deposited. The safe remains locked in each office when not in use.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the county with maximum benefit of the collections. Justice of the Peace, Precinct 3 has a policy to deposit collections daily. Deposits are reviewed quarterly by the Auditor's Office.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official. The reconciliation process identifies any discrepancies in the bond account and assists in preventing the misuse of funds. Justice of the Peace, Precinct 3 performs a bond account bank reconciliation each month and submits a copy to the Auditor's Office. Bond account bank reconciliations are reviewed quarterly by the Auditor's Office.

Compliance with Statutes, Policies and Procedures

The following areas were tested to provide reasonable assurance the court is in compliance with statutes, policies and procedures.

Administrative Dismissals

Certain charges may be dismissed with an administrative fee when the defendant provides proof the underlying violation is resolved within the statutory time limit. When the proof is presented and the administrative fee has been paid, the clerk may dismiss the case without the consent of the Judge or the Assistant District Attorney. A sample of administrative dismissals was tested for compliance with applicable statutes.

No discrepancies were noted.

Dismissal by State's Attorney

Code of Criminal Procedures (CCP) §32.02 Dismissal By State's Attorney states, "The attorney representing the State may, by permission of the court, dismiss a criminal action at any time upon filing a written statement with the papers in the case setting out his reasons for such dismissal, which shall be incorporated in the judgment of dismissal. No case shall be dismissed without the consent of the presiding judge." Court policy requires support documentation for no-charge dismissals, signed by the judge or the Assistant District Attorney, to be scanned into Odyssey as proof of its validity. A sample of no-charge dismissals was tested, all were in compliance with CCP §32.02 and court policy.

No discrepancies were noted.

Court Costs, Fines and Fees

The Texas Judicial Branch publishes a 'Justice Court Convictions Court Cost Chart' each year there is a legislative update. The chart shows the fees to be assessed for misdemeanor offenses, including specific costs not assessed upon conviction, but assessed under appropriate circumstances. The chart also provides the statute that supports the amount of court costs, fines and fees reflected on the chart. A sample of cases was tested for compliance with the applicable statutes regarding court costs, fines and fees collected by the office.

No material discrepancies were noted.

Compliance with Statutes, Policies and Procedures (cont.)

Allocation Rule

Attorney General Opinion GA-147 and the 'Justice Courts - Court Costs and Fees Handbook' define the "Allocation Rule" as the practice of allocating monies received from a defendant first to pay court costs and then to pay a fine. If the monies received do not cover all of the costs, then the monies must be allocated to court costs on a pro rata basis. Accordingly, any credit awarded (Jail Time Credit, Community Service, Waivers) must be applied to the fine amount first, then to court costs and fees. A sample of cases was tested for compliance with the "Allocation Rule".

No material discrepancies were noted.

Time Payment Fee

If a person is convicted of a felony or misdemeanor and pays any part of the court costs, fine, or restitution on or after the 31st day after the judgment day, the court must assess an additional cost of a time payment fee. Code of Criminal Procedures (CCP) §102.030 (effective as of 1/1/2020) states "(a) A person convicted of an offense shall pay a reimbursement fee of $15 if the person: (1) has been convicted of a felony or misdemeanor; and (2) pays any part of a fine, court costs, or restitution, or another reimbursement fee, on or after the 31st day after the date on which a judgment is entered assessing the fine, court costs, restitution, or other reimbursement fee." A sample of cases was tested for compliance with CCP §102.030.

No material discrepancies were noted.

Collection Contracts

Code of Criminal Procedures (CCP) §103.0031 states the commissioners court of a county may enter into a contract with a private attorney or a public or private vendor for the provision of collection services for debts and accounts receivable such as unpaid fines, fees, court costs, forfeited bonds, and restitution. A commissioner's court that enters into a contract with a private attorney or private vendor under this article may authorize the addition of a collection fee (PC30 fee) in the amount of 30 percent of the outstanding balance that is more than 60 days past due and has been referred to the attorney or vendor for collection. A sample of cases was tested for compliance with CCP §103.0031.

No discrepancies were noted.

Compliance with Statutes, Policies and Procedures (cont.)

Credits

Jail Time Credit

Code of Criminal Procedures (CCP) §45.048 Discharged From Jail states a defendant placed in jail shall be discharged by showing the defendant is too poor to pay the fine and costs or has remained in jail a sufficient length of time to satisfy the charges. Per court policy, the judge verifies time served before granting jail time credit.

Community Service Credit

Code of Criminal Procedures (CCP) §45.049(a) Community Service in Satisfaction of Fine or Costs states a justice or judge may require a defendant who fails to pay a previously assessed fine or costs, or who is determined by the court to have insufficient resources or income to pay a fine or costs, to discharge all or part of the fine or costs by performing community service.

Indigent and Waiver Credits

Code of Criminal Procedures (CCP) §45.0491 Waiver of Payment of Fines and Costs for Indigent Defendants and Children states a justice court may waive payment of all or part of a fine or costs imposed on a defendant if the court determines that:

(1) the defendant is indigent or does not have sufficient resources or income to pay all or part of the fine or was, at the time the offense was committed, a child as defined by Article 45.058(h); and
(2) discharging the fine under Article 45.049 or as otherwise authorized by this chapter would impose an undue hardship on the defendant.

Court policy dictates all credit awarded must be approved by the judge and adequate support documentation for credits must be scanned into Odyssey as proof of its validity.

A sample of cases was tested for compliance with CCP §45.048, CCP §45.049(a), CCP §45.0491 and court policy.

No material discrepancies were noted.

Compliance with Statutes, Policies and Procedures (cont.)

Deferred Disposition (Adjudication)

Code of Criminal Procedures (CCP) §45.051 Suspension of Sentence and Deferral of Final Disposition (repealed effective 1/1/2025) states on a plea of guilty or nolo contendere on a misdemeanor case, the judge may defer further proceedings without entering an adjudication of guilt and place the defendant on probation not to exceed 180 days. In issuing the order of deferral, the judge may impose a fine on the defendant in an amount not to exceed the amount of the fine that could be imposed on the defendant as punishment for the offense. The fine may be collected at any time before the probation ends. The judge may elect not to impose the fine for good cause shown by a defendant. If the judge orders the collection of a fine under this subsection, the judge shall require the amount of the fine be credited toward the payment of the amount of any fine imposed by the judge as punishment for the offense. Court policy dictates all support documentation to deferred cases, including the Order for Deferred Disposition (Adjudication) signed by the judge, are scanned into Odyssey and the physical copy is retained in the case jacket. A sample of cases was tested for compliance with CCP §45.051 and court policy.

Finding: The Deferred Disposition charge was not consistently applied in place of the County Fine. The Texas statute on Deferred Dispositions was repealed effective January 1, 2025.

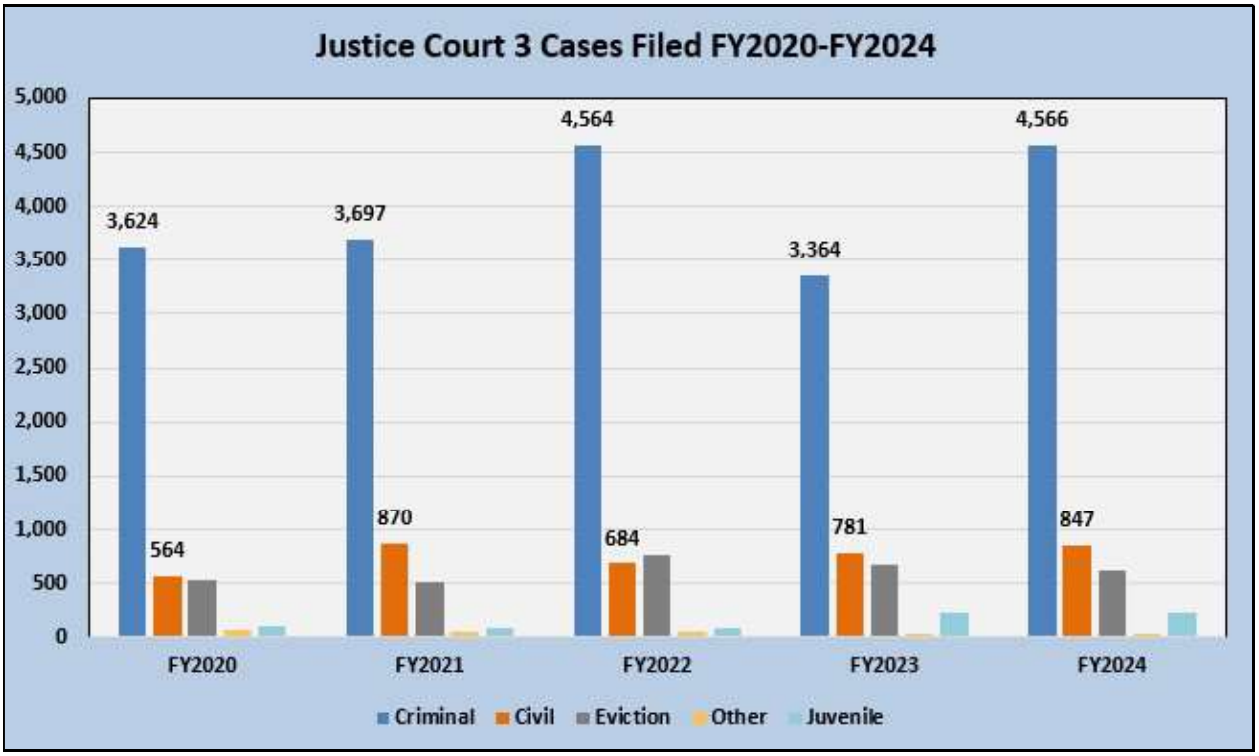
Recommendation JP3-25-01: To ensure compliance with court policy, charges must be applied per Texas statute.

Statistical Analysis

A five-year statistical analysis was performed on the cases filed through Justice of the Peace, Precinct 3 from FY2020 through FY2024. The data for the analysis was obtained from the Odyssey Case Filing Statistics Report. The date range used for the report was October 1, 2020 through September 30, 2024. The largest number of case types filed have continually been criminal cases (Traffic and Non-Traffic Misdemeanors), increasing from 3,624 in FY2020 to 4,566 in FY2024. The second-highest number of case types filed were for civil cases, an increase in cases from 564 in FY2020 to 847 in FY2024. The following reflects the number of cases filed during the five-fiscal year analysis:

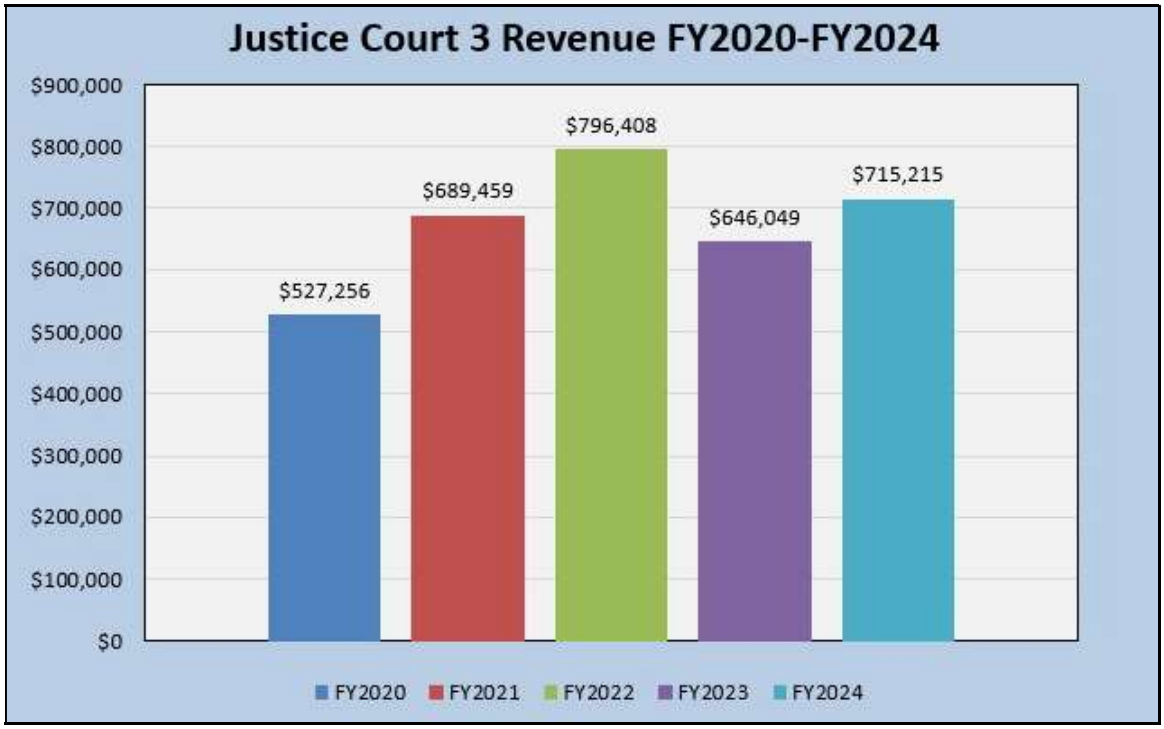
Justice Court 3 Cases Filed FY2020-FY2024

	Criminal	Civil	Eviction	Other	Juvenile	FY Totals
FY2020	3,624	564	522	52	98	4,860
FY2021	3,697	870	509	53	83	5,212
FY2022	4,564	684	757	36	90	6,131
FY2023	3,364	781	668	30	225	5,068
FY2024	4,566	847	625	30	223	6,291
Total	**19,815**	**3,746**	**3,081**	**201**	**719**	



Statistical Analysis (cont.)

A five-year statistical analysis was also performed on the bank deposits made by Justice of the Peace, Precinct 3 from FY2020 through FY2024. The data used in the analysis was obtained from ONESolution, and Workday, the county's financial reporting systems. The date range used for the report was October 1, 2020 through September 30, 2024. The annual bank deposit total increased 26% from $527,256 in FY2020 to $715,215 in FY2024. The following chart reflects revenue collected by Justice of the Peace, Precinct 3 during the five-year fiscal year analysis:



JUDGE BILLY A. WILLIAMS, JR.

JUSTICE OF THE PEACE
PRECINCT 3, GALVESTON COUNTY
600 59th Street, 1st Floor
Galveston, Texas 77551
(409) 770-5455 / (409) 770-6295 Facsimile

September 30th, 2025

Mr. Sergio Cruz
Galveston County Auditor
722 Moody, 4th Floor
Galveston, Texas 77550

Re: Final Audit Report for Justice of the Peace, Precinct 3

Dear Mr. Cruz:

Justice of the Peace, Precinct 3 is pleased that your office performed the audit on my office dated July 18th, 2025. The audit provided my office with a road map as to what we are doing efficiently and the things we need to clean up and correct. I observed that the changes recommended by your department will help me to reiterate those things to make us a more efficient office and perform those tasks that you require. We are willing and ready to work with your office to continue to provide great service to the citizens of Galveston County as we move forward.

Respectfully,

Billy A. Williams, Jr.
Justice of the Peace, Pct. 3

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*9.

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	10/3/25 9:43 am

For Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000304
Overall Process Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000304
Overall Status In Progress
Due Date 10/03/2025
Calendars In Use Consecutive Days (No Calendars Selected)

Details

Budget Amendment Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000304

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Amendment ID BAT-0000304
Amendment Date 10/13/2025
Description Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services
Amendment Type Receive and File
Balanced Amendment Yes
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
FY2026 - YE September Annual (FY26 Amended Budget)	5153000:Pension	151300 County Auditor	1101 General Fund		Pension			$0.00	$1,892.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	
FY2026 - YE September Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	151300 County Auditor	1101 General Fund		Medicare FICA payments			$0.00	$231.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5151000:Group Insurance	151300 County Auditor	1101 General Fund		County Paid Health Insurance Premiums			$0.00	$1,590.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	
FY2026 - YE September Annual (FY26 Amended Budget)	5100000:Salaries and Wages	151300 County Auditor	1101 General Fund		Salaries and Wages			$0.00	$15,946.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	
FY2026 - YE September Annual (FY26 Amended Budget)	5481000:Miscellaneous Contract Services	151300 County Auditor	1101 General Fund		Other Contract Services			$20,425.00	$0.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	
FY2026 - YE September Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	151300 County Auditor	1101 General Fund		Long Term Disability Expense			$0.00	$71.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5159000:Other Employee Benefits	151300 County Auditor	1101 General Fund		Life Insurance			$0.00	$105.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	
FY2026 - YE September Annual (FY26 Amended Budget)	5155000:Unemployment	151300 County Auditor	1101 General Fund		Unemployment Compensation			$0.00	$15.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	
FY2026 - YE September Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	151300 County Auditor	1101 General Fund		Alternate Plan AUL			$0.00	$575.00	Auditor's Office receive and file budget to reclass budget within Cost Center 151300 for Other Contract Services	

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Submitted	10/02/2025 02:54:49 PM	10/03/2025	Lauren Swift	1	
Budget Amendment Event	Approval by Cost Center Manager	Awaiting Action		10/04/2025	Sergio Cruz (Cost Center Manager)	1	

Remaining Process

Click on the button below to review remaining process details.

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	10/1/25 9:31 am

Settlement Run Information

Settlement Run	SR-0000228
Name	Odyssey
Number	SR-0000228
Status	Complete
Date	09/19/2025
Include Payments On Behalf Of	No
Exclude Negative Payments	Yes
Express Settlement	No

Additional Information

Organization	The County of Galveston
Currency	USD
Filters Used	

Payment Information

Display Currency	USD
Outbound Total	2,891.52
Inbound Total	0.00
Ad Hoc Payment Count	17

Payment Groups

Payment Groups

View	Category	Bank Account	Payment Type	Date	Payments	Amount	Currency	Business Process	Status
Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911	Ad Hoc Payment	Prosperity-Court Collections Odyssey 9911	Check	09/19/2025	17	2,891.52	USD	Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 09/19/2025	Successfully Completed

Ad Hoc Payments

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: Paul Hansen - 09/17/2025	The County of Galveston	Paul Hansen	09/17/2025	Check	313353	180.00	USD
Ad Hoc Payment: James Hampton TGRV LP - 09/17/2025	The County of Galveston	James Hampton TGRV LP	09/17/2025	Check	313349	300.00	USD

Ad Hoc Payment	Company	Payee	Payment Date	Payment Type	Transaction Reference	Payment Amount	Currency
Ad Hoc Payment: JAMES HENSON - 09/17/2025	The County of Galveston	JAMES HENSON	09/17/2025	Check	313350	494.00	USD
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 09/17/2025	The County of Galveston	HHSC-OFFICE OF INSPECTOR GENERAL	09/17/2025	Check	313348	162.00	USD
Ad Hoc Payment: CENTER POINT ENERGY C/O JNR ADJUSTMENT CO ACCT #PR2019172994- TA JNR# 2MN6072A - 09/17/2025	The County of Galveston	CENTER POINT ENERGY C/O JNR ADJUSTMENT CO ACCT #PR2019172994- TA JNR# 2MN6072A	09/17/2025	Check	313342	300.00	USD
Ad Hoc Payment: Daniel King - 09/17/2025	The County of Galveston	Daniel King	09/17/2025	Check	313343	250.00	USD
Ad Hoc Payment: John Freeman Jr - 09/17/2025	The County of Galveston	John Freeman Jr	09/17/2025	Check	313352	100.00	USD
Ad Hoc Payment: Raymond Rubio - 09/17/2025	The County of Galveston	Raymond Rubio	09/17/2025	Check	313354	65.00	USD
Ad Hoc Payment: Elvis Sigueza - 09/17/2025	The County of Galveston	Elvis Sigueza	09/17/2025	Check	313344	100.00	USD
Ad Hoc Payment: John Charles Boridy - 09/17/2025	The County of Galveston	John Charles Boridy	09/17/2025	Check	313351	50.00	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 09/17/2025	The County of Galveston	Texas Department of Safety Restitution Accounting	09/17/2025	Check	313358	100.00	USD
Ad Hoc Payment: HHSC-OFFICE OF INSPECTOR GENERAL - 09/17/2025	The County of Galveston	HHSC-OFFICE OF INSPECTOR GENERAL	09/17/2025	Check	313347	245.77	USD
Ad Hoc Payment: Texas Department of Public Safety - 09/17/2025	The County of Galveston	Texas Department of Public Safety	09/17/2025	Check	313357	20.00	USD
Ad Hoc Payment: Shirley Guidry - 09/17/2025	The County of Galveston	Shirley Guidry	09/17/2025	Check	313356	75.00	USD
Ad Hoc Payment: Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management - 09/17/2025	The County of Galveston	Fraud prosecution Unit Texas Workforce Commisision Revenue & Trust Management	09/17/2025	Check	313346	98.75	USD
Ad Hoc Payment: Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment - 09/17/2025	The County of Galveston	Fraud Prosecution Unit Texas Workforce Commision Revenue & Trust Managment	09/17/2025	Check	313345	301.00	USD
Ad Hoc Payment: ROBERT RAY - 09/17/2025	The County of Galveston	ROBERT RAY	09/17/2025	Check	313355	50.00	USD

Remittance

Remittance

Process	Date	Remittance Events	Remittance Details
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 09/19/2025	09/19/2025	0	

Process History

Settlement Run Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Settlement Run Event	Settlement Run Event	Step Completed	09/19/2025 02:54:49 PM	09/20/2025	Mien Tran	1	
Settlement Run Event	Approval by Payroll Accountant	Not Required		09/20/2025		0	
Settlement Run Event	Approval by Settlement Specialist	Approved	09/19/2025 02:55:28 PM	09/21/2025	Susie Smith (Settlement Specialist)	1	

Related Business Processes History

Business Process	Status
Print Checks: Prosperity-Court Collections Odyssey 9911 for Ad Hoc Payment (Check) on 09/19/2025	Successfully Completed

Background Processes

Created Date and Time	Started Date and Time	Process Type	Process	Request	Status	Parent Status	Total Processing Time	Submitted by	Errors & Warnings
09/19/2025 02:55 PM	09/19/2025 02:55 PM	Job	Settlement Run Complete	Settlement Run Complete for SR-0000228	Completed		00:00:03	Susie Smith	

Payment Group Ad Hoc Payment(Check) for Prosperity-Court Collections Odyssey 9911
Settlement Run SR-0000229
Organization The County of Galveston
Currency USD
Group Payment Date 09/26/2025
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: Texas Department of Public Safety - 09/24/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	09/24/2025		23-CR-1077		313377	25.00	USD	25.00	USD
Ad Hoc Payment: Walmart - 09/24/2025	Complete	Walmart	Ad Hoc Payment	Check	09/24/2025		MD-0269155		313384	50.00	USD	50.00	USD
Ad Hoc Payment: FAMILY DOLLAR - 09/24/2025	Complete	FAMILY DOLLAR	Ad Hoc Payment	Check	09/24/2025		21-CR-2426		313360	20.00	USD	20.00	USD
Ad Hoc Payment: Stacy Martin - 09/24/2025	Complete	Stacy Martin	Ad Hoc Payment	Check	09/24/2025		MD-0418990		313374	250.00	USD	250.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 09/24/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	09/24/2025		23-CR-2559		313376	15.00	USD	15.00	USD
Ad Hoc Payment: Linda Curry Conway - 09/24/2025	Complete	Linda Curry Conway	Ad Hoc Payment	Check	09/24/2025		23-CR-0938		313369	175.00	USD	175.00	USD
Ad Hoc Payment: FIRST FINANCIAL ASSET MANAGMENT - 09/24/2025	Complete	FIRST FINANCIAL ASSET MANAGMENT	Ad Hoc Payment	Check	09/24/2025		22-CR-1374		313361	20.00	USD	20.00	USD
Ad Hoc Payment: LEAGUE CITY YOUTH SPORTS ORGANIZATION - 09/24/2025	Complete	LEAGUE CITY YOUTH SPORTS ORGANIZATION	Ad Hoc Payment	Check	09/24/2025		21-CR-0390		313368	300.00	USD	300.00	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 09/24/2025	Complete	Texas Department of Safety Restitution Accounting	Ad Hoc Payment	Check	09/24/2025		20-CR-2160		313382	50.00	USD	50.00	USD
Ad Hoc Payment: Brayan Cardenas - 09/24/2025	Complete	Brayan Cardenas	Ad Hoc Payment	Check	09/24/2025		24-CR-3318		313359	105.00	USD	105.00	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: Kristen Lovett - 09/24/2025	Complete	Kristen Lovett	Ad Hoc Payment	Check	09/24/2025		24-CR-3317		313366	105.00	USD	105.00	USD
Ad Hoc Payment: Pashion Jefferson - 09/24/2025	Complete	Pashion Jefferson	Ad Hoc Payment	Check	09/24/2025		MD-0414035		313372	189.00	USD	189.00	USD
Ad Hoc Payment: Heidi Tran - 09/24/2025	Complete	Heidi Tran	Ad Hoc Payment	Check	09/24/2025		MD-0424111		313363	460.06	USD	460.06	USD
Ad Hoc Payment: Tiffany Hendricks - 09/24/2025	Complete	Tiffany Hendricks	Ad Hoc Payment	Check	09/24/2025		MD-0426548		313383	300.00	USD	300.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 09/24/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	09/24/2025		MD-0422605		313380	25.00	USD	25.00	USD
Ad Hoc Payment: Michael Reddington - 09/24/2025	Complete	Michael Reddington	Ad Hoc Payment	Check	09/24/2025		MD-0415877		313371	50.00	USD	50.00	USD
Ad Hoc Payment: Texas Department of Public Safety - 09/24/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	09/24/2025		23-CR-3223		313379	25.00	USD	25.00	USD
Ad Hoc Payment: LAMAR LASALLE JACKSON - 09/24/2025	Complete	LAMAR LASALLE JACKSON	Ad Hoc Payment	Check	09/24/2025		MD-0402539		313367	2,500.00	USD	2,500.00	USD
Ad Hoc Payment: KAYLA ALLEN - 09/24/2025	Complete	KAYLA ALLEN	Ad Hoc Payment	Check	09/24/2025		MD-0402539		313365	2,500.00	USD	2,500.00	USD
Ad Hoc Payment: JESUS DE HOYOS - 09/24/2025	Complete	JESUS DE HOYOS	Ad Hoc Payment	Check	09/24/2025		24-CR-2078		313364	70.00	USD	70.00	USD
Ad Hoc Payment: Texas Department of Safety Restitution Accounting - 09/24/2025	Complete	Texas Department of Safety Restitution Accounting	Ad Hoc Payment	Check	09/24/2025		19-CR-2160		313381	180.00	USD	180.00	USD
Ad Hoc Payment: ROBERT RAY - 09/24/2025	Complete	ROBERT RAY	Ad Hoc Payment	Check	09/24/2025		09-CR-3608		313373	100.00	USD	100.00	USD
Ad Hoc Payment: HEATHER SHAIN - 09/24/2025	Complete	HEATHER SHAIN	Ad Hoc Payment	Check	09/24/2025		25-CR-0966		313362	134.17	USD	134.17	USD
Ad Hoc Payment: STATE FARM INSURANCE - 09/24/2025	Complete	STATE FARM INSURANCE	Ad Hoc Payment	Check	09/24/2025		22-CR-1085		313375	600.00	USD	600.00	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: Texas Department of Public Safety - 09/24/2025	Complete	Texas Department of Public Safety	Ad Hoc Payment	Check	09/24/2025		25-CR-0487		313378	50.00	USD	50.00	USD
Ad Hoc Payment: Lisa Nunez - 09/24/2025	Complete	Lisa Nunez	Ad Hoc Payment	Check	09/24/2025		19-CR-1642		313370	80.00	USD	80.00	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 - 09/26/2025 08:09 AM	26	8,378.23	USD	09/26/2025 10:09:04 AM	Ad Hoc Payment - Odyssey - 09/26/2025 08:09 AM.pdf	Positive Pay File for Prosperity-Court Collections Odyssey 9911 on 09/26/2025, 8:09 AM	26	8,378.23	USD

Process History

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Print Checks Task	Print Checks Task	Step Completed	09/26/2025 10:08:48 AM	09/27/2025	Mien Tran	1	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Not Required		09/27/2025		0	
Print Checks Task	Print Checks	Step Completed	09/26/2025 10:09:04 AM	09/26/2025	Annaya Nigrelle	1	
Print Checks Task	Service: Remittance	Step Completed	09/26/2025 10:09:04 AM	09/27/2025	Workday Service	1	

Related Business Processes History

Business Process	Status
Positive Pay File: Prosperity-Court Collections Odyssey 9911 on 09/26/2025 for $8,378.23	Successfully Completed

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*11.

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

Receive and file Summary of Biweekly Personnel Movements pay period #20, September 11 - September 24, 2025, submitted by Human Resources

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	9/30/25 11:27 am

Biweekly Movement for New Hires PP#20 - 09/11/2025 - 09/24/2025

Division	Employee	Hire Date	Job Profile	Salary	Reason
Sheriff's Office	Andy Click	9/11/2025	Bond Condition Analyst	$39,616.00	Appointment
Sheriff's Office	Destiny Green	9/11/2025	Corrections Officer I	$52,788.00	Appointment
Juvenile Justice	Elmi Benitez Perez	9/11/2025	Juvenile Supervision Officer	$51,569.86	Appointment
Commissioner Pct. 1	Eric Prudhomme	9/22/2025	Policy and Constituent	$53,089.00	Appointment
Sheriff's Office	Fred Dennis	9/11/2025	Deputy - Part Time	$30/hour worked	Appointment
County Clerk - Elections	Gay Lyons	9/17/2025	Voter Registration	$12/hour worked	Appointment
Sheriff's Office	Israel Blanco	9/11/2025	Corrections Officer I	$52,788.00	Appointment
County Clerk - Elections	Jacqueline Redic	9/19/2025	Voter Registration	$12/hour worked	Appointment
Adult Probation	James Garza	9/11/2025	Probation Officer	$51,000.00	Appointment
Sheriff's Office	Jonathan Henderson	9/11/2025	Corrections Officer I	$52,788.00	Appointment
Sheriff's Office	Jordyn Gutierrez	9/18/2025	Voter Registration	$12/hour worked	Appointment
Sheriff's Office	Kristin Elliott	9/22/2025	Administrative Assistant I	$40,729.00	Appointment
Personal Bond	Le’var Boyd	9/11/2025	Personal Bond Officer	$41,596.00	Appointment
Sheriff's Office	Lyric Gonzales	9/11/2025	Corrections Officer I	$52,788.00	Appointment
Sheriff's Office	Malcolm Davis	9/11/2025	Corrections Officer I	$52,788.00	Appointment
Sheriff's Office	Ryan Gerhardt	9/11/2025	Corrections Officer I	$52,788.00	Appointment
Sheriff's Office	Shamael Ruiz	9/11/2025	Deputy Sheriff II	$63,345.00	Appointment
Sheriff's Office	Shawn Murray	9/11/2025	Deputy Sheriff V	$73,645.00	Appointment
Justice Court Pct. 4	Solangel Reyes	9/11/2025	Deputy County Clerk II	$34,222.00	Appointment

Biweekly Movement for Personnel Changes PP#20 - 09/11/2025 - 09/24/2025					
Division	**Employee**	**Transfer Date**	**Job Profile**	**Salary**	**Reason**
Information Technology	Alec Muniz	9/11/2025	IT Infrastructure Engineer	$108,012.00	Promotion
Adult Probation	Alexis Roberts	9/11/2025	Assistant Supervisor	$60,569.88	Promotion
Sheriff's Office	Andre Savage	9/11/2025	Deputy Sheriff IV	$71,070.00	Transfer
Constable Pct. 1	Archie Chapman	9/17/2025	Deputy Constable V	$73,645.00	Promotion
Sheriff's Office	Broderick White	9/11/2025	Deputy Sheriff V	$73,645.00	Transfer
Sheriff's Office	Connor Dunn	9/11/2025	Corrections Officer II	$58,125.00	Promotion
Juvenile Probation	Marcos Collazo	9/11/2025	Juvenile Supervision Officer	$51,570.00	Transfer
Adult Probation	Tonya Lawson	9/11/2025	Secretary	$53,000.00	Promotion
Road & Bridge	Zachary Smith	9/15/2025	Road Administrator	$137,853.00	Promotion

Biweekly Movement for Terminations PP#20 - 09/11/2025 - 09/24/2025

Division	Employee	Termination Date	Job Profile	Salary	Termination Reason
Purchasning	Erin Quiroga	9/19/2025	Assistant Purchasing Agent	$80,524.99	Involuntary
County Clerk	Hillary Young	9/12/2025	Deputy County Clerk I	$35,985.60	Voluntary
Personal Bond	Le’var Boyd	9/11/2025	Personal Bond Officer	$41,596.00	Voluntary
Constable Pct. 1	Marcy Braun	9/16/2025	Deputy Constable V	$75,067.42	Voluntary
County Clerk	Roshanda Courville	9/23/2025	Deputy County Clerk III	$35,933.00	Involuntary

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*12.

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

Receive and file the September 2025 Personal Bond/Collections Monthly Report submitted by Personal Bond/Collections

Approval History

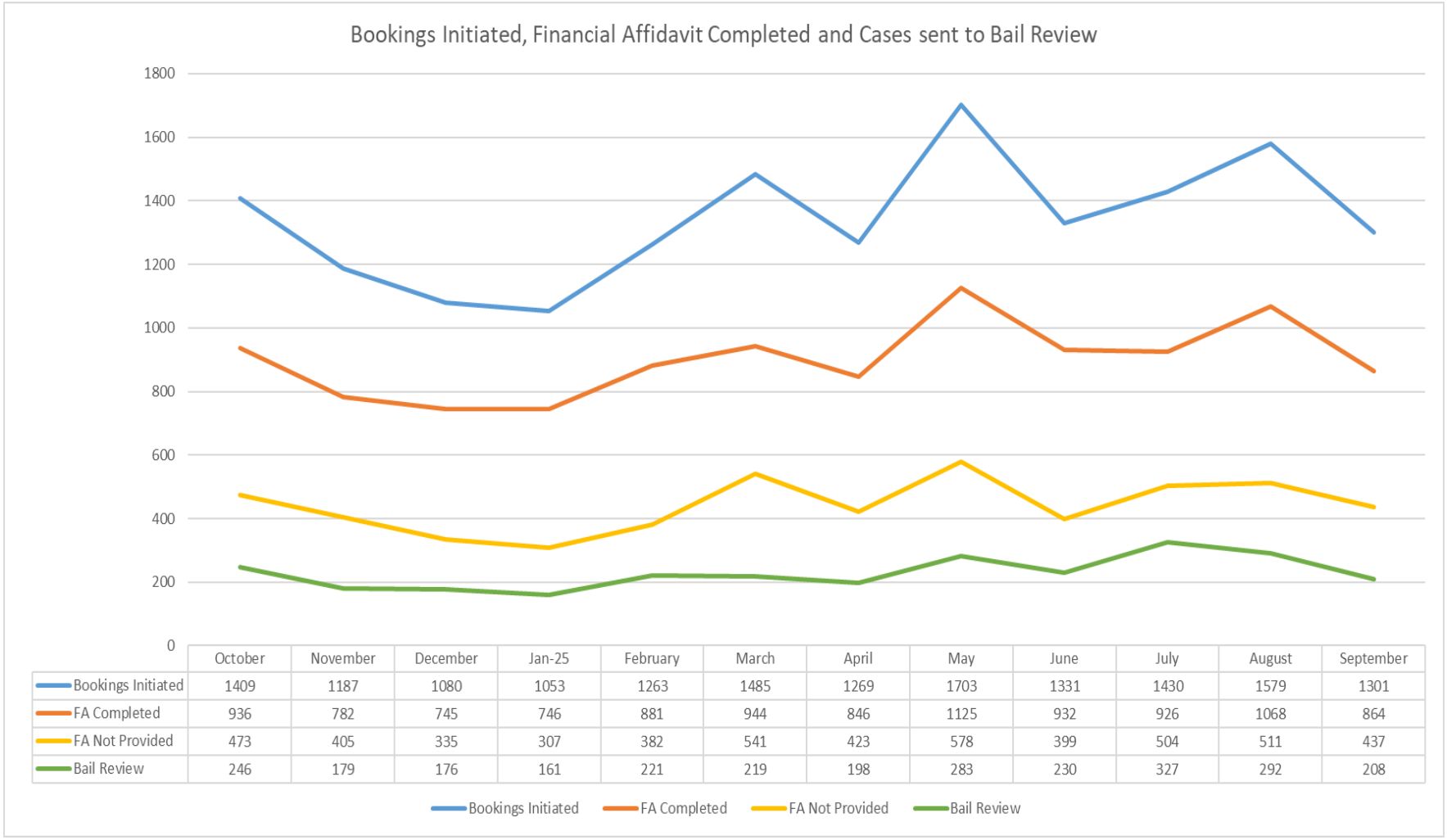
Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/1/25 2:32 pm

PERSONAL BOND MONTHLY REPORT SEPTEMBER 2025

PERSONAL BOND OFFICE

Aaron Johnson, Director

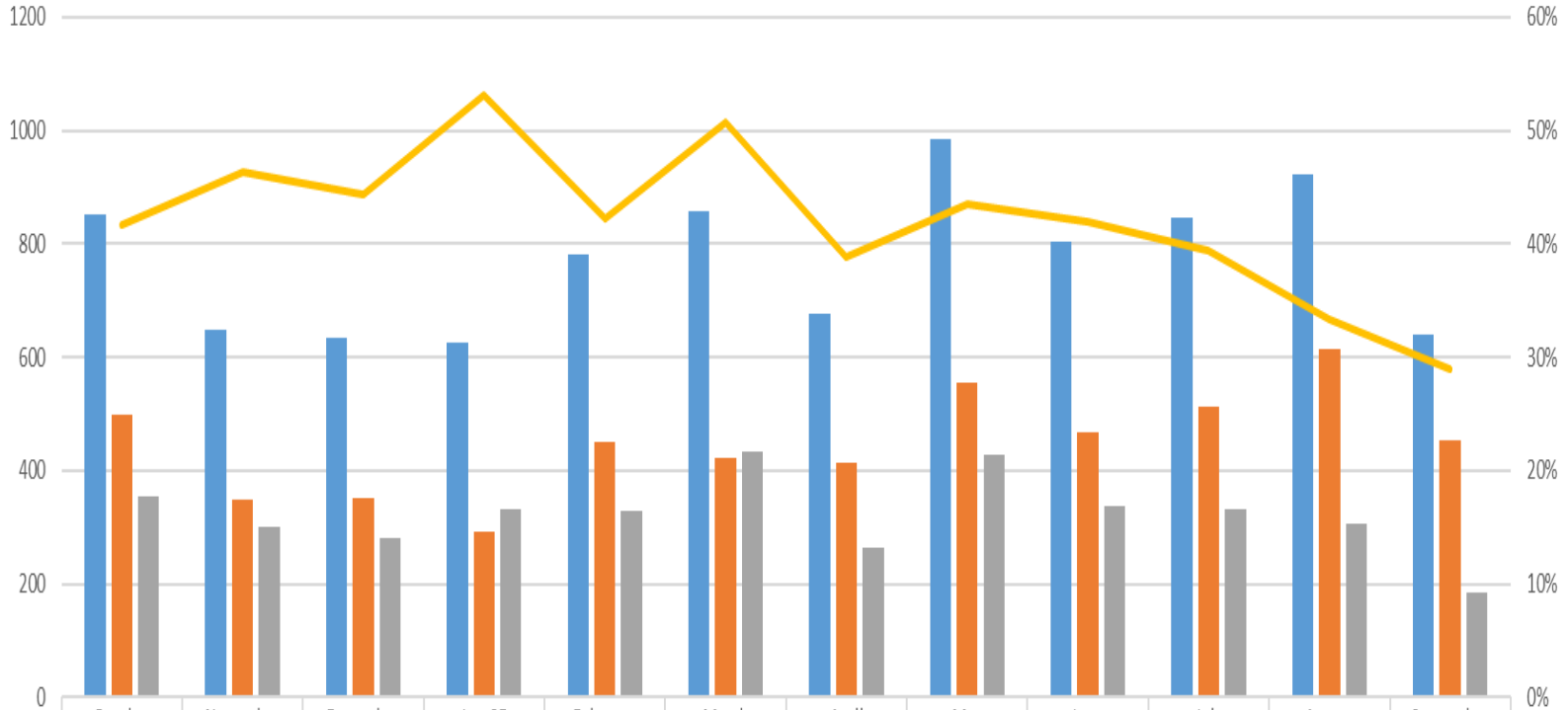
October 1, 2025



	October	November	December	Jan-25	February	March	April	May	June	July	August	September
Bookings Initiated	1409	1187	1080	1053	1263	1485	1269	1703	1331	1430	1579	1301
FA Completed	936	782	745	746	881	944	846	1125	932	926	1068	864
FA Not Provided	473	405	335	307	382	541	423	578	399	504	511	437
Bail Review	246	179	176	161	221	219	198	283	230	327	292	208

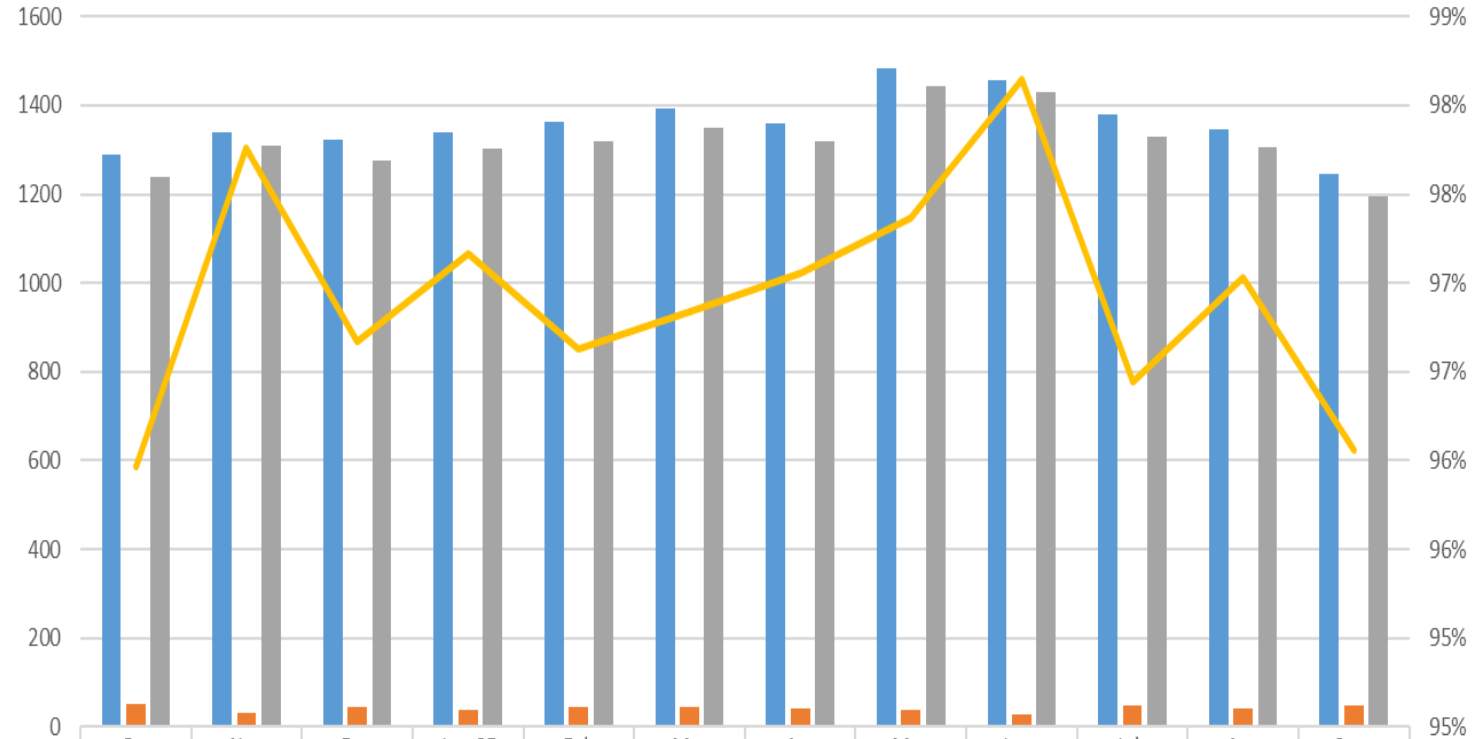
Financial Affidavits not provided reasons include but not limited to: Magistrated cases in other jurisdictions, Defendant refused, Out of County Warrants, Municipal Holds, and Class C cases.

Total Eligibile Releases, Type and % to PBO



	October	November	December	Jan-25	February	March	April	May	June	July	August	September
Total Eligible Releases	853	649	634	626	780	858	678	984	805	846	922	639
Releases to Surety	498	348	353	293	451	423	415	556	467	513	615	454
Releases to PBO	355	301	281	333	329	435	263	428	338	333	307	185
% to PBO	42%	46%	44%	53%	42%	51%	39%	43%	42%	39%	33%	29%

Personal Bond Compliance Report based on Monthly Average Population



	Oct	Nov	Dec	Jan-25	Feb	Mar	Apr	May	June	July	Aug	Sept
Total Active Population	1290	1340	1321	1340	1364	1393	1358	1482	1458	1378	1346	1244
Total Forfeitures	52	30	44	38	46	44	40	39	27	49	40	49
Total in Compliance	1238	1310	1277	1302	1318	1349	1318	1443	1431	1329	1306	1195
% in Compliance	96%	98%	97%	97%	97%	97%	97%	97%	98%	96%	97%	96%

Total Active Population Total Forfeitures Total in Compliance % in Compliance

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*13.

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

Receive and file Order of Appointment of the Galveston County Purchasing Agent beginning September 29, 2025, for a term of two years, Oath of Office and Statement of Appointed Officer for Francisco Rodriguez submitted by the District Clerk

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/1/25 4:54 pm

FILED

2025 SEP 29 PM 12:38

DIST CLERK
GALVESTON COUNTY, TEXAS

STATE OF TEXAS

COUNTY OF GALVESTON

ORDER APPOINTING PURCHASING AGENT

On the 19th day of September, 2025, the Purchasing Board of Galveston County, in compliance with Local Government Code Section 262.011, hereby appoints Francisco Rodriguez as Purchasing Agent of Galveston County, Texas for a term of office beginning September 29, 2025, and for a term of two years.

It is further Ordered that during his appointment as Purchasing Agent his salary shall be in the amount of $154,000 annually, payable in bi-weekly installments to include any salary increases during his appointment.

It is further Ordered that this action shall be recorded in the minutes of the District Courts of Galveston County, Texas and the District Clerk of Galveston County, Texas, is hereby directed to certify the same to the Commissioners' Court of Galveston County, Texas, and said Commissioners' Court shall cause said Order to be recorded in its minutes.

Signed this 19th day of September 2025

Mark Henry
County Judge

FILED
2025 SEP 29 PM 12:40
DIST CLERK
GALVESTON COUNTY, TEXAS

OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, Francisco Rodriguez, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Galveston County Purchasing Agent of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature

State of Texas
County of Galveston

Sworn to and subscribed before me by affiant on this 29th day of September, 2025.

(seal)

Signature of Notary Public or Other Officer Administering Oath

Mark Henry
Printed Name or typed Name

County Judge
Title

PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

FILED
2025 SEP 29 PM 12:40
DIST CLERK
GALVESTON COUNTY, TEXAS

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Francisco Rodriguez, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Officer's Signature

9/29/2025
Date

Purchasing Agent
Position to Which Elected/Appointed

Galveston, Galveston County
City and/or County

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*14.

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

Consideration of a resolution honoring the 50th Anniversary of the Bolivar Chamber of Commerce submitted by Commissioner, Precinct 2

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 10:18 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*15.

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

Consideration of a Resolution designating October 5-11, 2025, as 4-H Week in Galveston County submitted by Commissioner Pct. 2

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/30/25 7:19 pm
2	Dianna Martinez	Approve	10/6/25 10:22 am

COUNTY OF GALVESTON

On this, the 13th day of October 2025, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following 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 there are 13 organized **4-H clubs** within Galveston County with 315 youth participating in the **4-H Program**, led by 62 volunteers in Galveston County; and

Whereas outreach efforts of the **4-H Program** in the past year reached 3,272 youth through twenty-one special interest groups and curriculum enrichment supported by 400 adult volunteers in Galveston County; and

Whereas the **4-H Program** is sponsored in Texas by **Texas AgriLife Extension** of the **Texas A&M University System** and is open to all youths between the ages of eight (8) and eighteen (18) years of age, regardless of socioeconomic level, race, sex, religion, disability, or creed; and

Whereas the **4-H Program** is also an adult educational program with over 50,000 adult volunteers who make a positive contribution to the community, be it urban, rural, or a mixture thereof, through community service and citizenship activity; and

Whereas support of the **4-H Program** is an investment in the education and development of millions of boys and girls who are our nation's most precious resource; and

Whereas the **Commissioners' Court of Galveston County, Texas**, enthusiastically endorses and supports the **Galveston County 4-H Program**; and

Whereas, the week of **October 5-11, 2025**, has been designated as **National 4-H Week**; and

Whereas it is the desire of the **Commissioners' Court of Galveston County, Texas,** to pay tribute to this worthwhile organization.

Now, Therefore Be It Resolved that the **Commissioners' Court of Galveston County, Texas**, takes great pride in designating the week of **October 5-11, 2025**, as **4-H Week** in Galveston County.

Be it Further Resolved that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to the **4-H Program of Galveston County**.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this, the 13th day of October 2025.

Attest:

By: **County of Galveston, Texas**

_____
Dwight D. Sullivan, County Clerk

_____
Mark A. Henry, County Judge

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

_____
Joe Giusti, Comm., Pct. #2

_____
Hank Dugie, Comm., Pct. #3

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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*16.

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

Consideration of approval of reappointment to the Gulf Coast Center Board submitted by the County Judge

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 1:42 pm

Gulf Coast Center

Consideration of approval of reappointment of the following individual to the above-mentioned board:

1. Stephen D. Holmes –for a term ending 8/31/27

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*17.

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

Consideration of approval of request to utilize the Jury Assembly Room at the Galveston County Justice Center at 600 59th Street, Galveston, Texas, for the Jack & Jill of America, Inc. Foundation forum event on Saturday, October 18, 2025 submitted by Commissioner, Precinct 2 on behalf of Constable, Precinct 3

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 1:22 pm

From: Rose, Derreck
To: Martinez, Dianna
Cc: Giusti, Joseph
Subject: Commissioner Court
Date: Friday, September 12, 2025 10:47:17 AM
Attachments: jack & Jill.pdf

Good Morning

On behalf of the Jack & Jill of America foundation, I am requesting the availability of the jury assembly room at the Galveston County Courthouse for October 18th, 2025. Jack & Jill spans 271 chapters, representing over 50,000 families making a lasting impact in communities nationwide.

Jack & Jill of America Foundation fulfills it shared vision to invest in the future of our children, supporting programs that create opportunities and challenges for children to learn and practice leadership skills and building character.

The forum on October 18th, 2025 will focus on Safety & Self Advocacy. Dr. Angelica Smith – Robinson M.D., with the Regional Chapter of Jack & Jill is organizing the event with expectations of 32 junior high school and 40 high school kids in attendance. I have attached a Certificate of Liability as requested by Brandi Reyes, Galveston County District Court Administrator.

Commissioner Joseph Giusti will be sponsoring this request for Galveston County to waive the fees for the rental of the jury assembly room. Jack & Jill Foundation along with Constable Derreck Rose request the usage of the jury assembly room for October 18th, 2025 from 9am to 12pm. I have spoken to Galveston County Sheriff Jimmy Fullen and he advised he will be providing security for the forum.

Thank you

Derreck W. Rose
Constable PCT 3
Galveston County
203 Vauthier RD
La Marque, TX 77568
409-765-2937
Derreck.rose@co.galveston.tx.us

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*18.

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

Consideration of approval to accept a donation from the League City Garden Club of two live oak trees to be planted at Walter Hall Park, submitted by Parks and Cultural Services

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/1/25 4:43 pm

To: Commissioners Court Galveston County

The Garden Club of League City requests permission to plant two live oak trees in Walter Hall Park in League City, Texas.

The donation of these trees to the park are to commemorate two devoted members of the League City Garden Club who recently passed away.

We request that the live oaks be planted near an area they can be reached by garden club members and enjoyed, however we are grateful for the provision of any space for planting. We understand there is no added irrigation to benefit the trees.

We would like to have a small commemoration at the planting. Please let us know if any special permissions or Galveston County representatives are needed for the commemoration.

We appreciate your time and consideration. Please let me know if you have any questions.

Kindest Regards,
Tamara Williams
League City Garden Club

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*19.

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

Consideration of approval of granting a reduction of a permit fee (Facility Permitting Policy, Section 5.1.2 and 5.1.3) to Lighthouse Christian Ministries for use of Bayshore Park for their 3rd Annual Harvest Festival on Saturday, November 15, 2025 and dates TBD in 2026 & 2027, presented by the Parks & Cultural Services Department

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/1/25 4:41 pm

County of Galveston County
Department of Parks & Cultural Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 621-7986

FY26 - FY28 Fee Reduction Request
Lighthouse Christian Ministries Annual Harvest Festival
November 15, 2025 & Dates TBD in 2026 - 2027 at Bayshore Park

5.1.2 Criteria for Requesting Reduction of a Permit Fee. The criteria for requesting such a reduction are:

i) Submit a written request to the Parks and Senior Services Department at least 90 days before the event;
ii) Describe the level of significant contributions the organization or agency has provided to a Galveston County Park, Galveston County senior services and/or beach facilities, or the Galveston County community in the past year;
iii) Submit financial plans on the upcoming event, including all projected revenues and expenditures for the event;
iv) Submit background information regarding the organization or agency; and
v) Provide proof of current tax-exempt status or non-profit status, including IRS Form 990.*

Once all criteria are met, the Parks Department and Senior Services Department will submit the item to the
Commissioners' Court agenda. Commissioners' Court will either approve reduction of the permitting fee or deny the
request. A member of the organization requesting the reduction of a permit fee may be present at the Commissioners' Court meeting.

5.1.3 Options and requirements for Fee Reduction:
i) Fees may be reduced by up to 80%, but not to exceed a $1,000.00 reduction in fees.
ii) Admission to events receiving reduced fees must be open to the public free of charge. While event sponsors may
charge for goods or services at the event, no admission or gate fee shall be charged.
iii) Galveston County must be identified as a sponsor of any event in which a fee is reduced. The County must be
recognized on any and all print media, banners, websites and in a place of prominence at event locations during the
event. Galveston County reserves the right to place a banner or signage at/in event grounds.
iv) Galveston County reserves the right to view sales and special event documentation at its request at any time.

Non-refundable user fees Amount:
Special Event Permit Fee for 100-300 attendees: $145.00
Electricity = $10.00
Moonwalk = $20.00
Petting Zoo = $20.00 Grand Total = $195.00 Fee Reduction Amount: 80% of $156.00
Grand Total of User Fee Payment should reduction be approved: $39.00

*Please see attached request., $150.00 deposits are not included in fee reduction request.

Serving Our
Neighbors In Need
800 Grand Ave
Bacliff, Tx 77518
office 281-339-3033
fax 281-339-3032
www.lighthousecm.org

September 30, 2025

Parks and Recreation of Galveston County,

Lighthouse Christian Ministries (LCM) is a 501c3 that provides the following services in our community:

- Access to our food pantry and utility/rent assistance to our neighbors in need.
- Medical and dental services to those without insurance.
- Operate a community garden
- Offer assistance and the feeling of community to our senior citizens with an emphasis on those who are disabled or homebound
- Provide GED and scholarship programs to give those who are struggling a way to break generational cycles and make a living wage for their families.
- Outreach programs which include a month-long summer camp for at-risk youth, and year-round programs for families and local teenagers.

We are hoping for Parks and Recreation of Galveston County to grant us a discount on our rental fee of the Bayshore Park Pavilion and facilities for our free Harvest Festival for families in need in Galveston County.

Each family in need (of 3 or more people, who reside in Galveston County) will receive a Thanksgiving Blessing Basket. These "baskets" contain the following items: 1 turkey roasting pan filled with 2 cans of green beans, 2 cans of corn, 1 large can of yams, 1 pound bag of rice, 1 can of cream of mushroom, 1 can of crispy fried onions, 2 boxes of stuffing mix, 2 packets of gravy mix, 1 boxed dessert like brownies, 2 boxes of cornbread mix, 1 box of mashed potatoes, 1 can of evaporated milk, 1 pie crust mix, 1 can of pumpkin pie mix and 1- $20 gift card or voucher to HEB for a turkey, ham or chicken.

This event is free and open to the public. The guests are notified about the event through our emergency food pantry and financial assistance programs. The baskets are for families experiencing severe financial hardship. This will enable them to cook a small feast for their family on Thanksgiving day. Last year we gave out over 280 baskets. We also had a petting zoo, cookie decorating, a craft booth, a popcorn bar and plenty of family-fun.

Any donation or discount is greatly appreciated. If you're interested in helping, please reach out to Crystal Matthews by email at crystal@lighthousec,m.org or by phone at 281-339-3033 Ext. 301.

Thank you for partnering with Lighthouse Christian Ministries to make this a successful event!

Blessings,

Crystal D Matthews

Crystal D Matthews
Program Director
Lighthouse Christian Ministries
Crystal@lighthousecm.org

Galveston County - Parks & Cultural Services
4102 Main Street
La Marque, TX 77568
Phone: 409-934-8102 Fax: 409-621-7986
Scheduling Invoice

Creation Date: Tue Sep 30, 2025

PAYEE: **Crystal Matthews**
Lighthouse Christian Ministries
P.O. Box 718
Bacliff, Texas, United States
77518

Invoice #: 11505
Total Amount Due: $345.00
Amount Paid: $0.00
Balance Due: **$345.00**

Client #: 6438
Phone 2: (281) 339-3033 x301
Status: Firm

Email: crystal@lighthousecm.org
Event: Lighthouse Harvest Festival

Phone 1: (281) 744-9763
Special Event: Yes

Please make checks payable to Galveston County Parks Department.

Facility Times

Facility Name / Description	Date	Time	Price
Bayshore Park - Facilities - Entire Park Special Event (100-300 persons) - $145.00 Flat Rate	Sat Nov 15, 2025	08:00AM - 12:30PM	$145.00
		Facility Subtotal:	$145.00
		Total:	$145.00

Services

Service Name / Description	Qty	Date	Time	Price
Deposits - All - Public/Special Event/Company Picnic 101-300 Attendees - $75.00 Flat Rate (Per Unit) Bayshore Park - Facilities - Entire Park	1	Sat Nov 15, 2025	08:00AM - 12:30PM	$75.00
			Service Subtotal:	$75.00
Deposits - All - Special Request Clean-up/Damage Special Request Clean-up/Damage Deposit - $75.00 Daily Rate (Per Unit) Bayshore Park - Facilities - Entire Park	1	Sat Nov 15, 2025	08:00AM - 12:30PM	$75.00
			Service Subtotal:	$75.00
Fees - All - Electrical Outlet User Fee - $10.00 Flat Rate (All Units) Bayshore Park - Facilities - Entire Park	1	Sat Nov 15, 2025	08:00AM - 12:30PM	$10.00
			Service Subtotal:	$10.00
Fees - All - Moonwalk User Fee - $20.00 Flat Rate (Per Unit) Bayshore Park - Facilities - Entire Park	1	Sat Nov 15, 2025	08:00AM - 12:30PM	$20.00
			Service Subtotal:	$20.00
Fees - All - Petting Zoo Petting Zoo Admin Fee - $20.00 Daily Rate (Per Unit) Bayshore Park - Facilities - Entire Park	1	Sat Nov 15, 2025	08:00AM - 12:30PM	$20.00
			Service Subtotal:	$20.00
Security - All - Open to Public Paid in cash - $0.00 Flat Rate (Per Unit) Bayshore Park - Facilities - Entire Park	1	Sat Nov 15, 2025	08:00AM - 12:30PM	$0.00
			Service Subtotal:	$0.00
			Total:	$200.00

Transactions

There are no transactions to display for this Invoice...

Comments

Thank you for booking with Galveston County Parks & Cultural Services. We are open M-F from 8am-4:30pm and closed on County holidays. If you have any issues after-hours or on the weekends, please call 409-996-9883. Please note that payment for invoices for indoor/outdoor facility rentals and special events are due 30 days prior to your event. Credit/ debit card transactions incur either a 2.2% or $3.95 convenience fee (whichever is greater). Cancellations on unpaid balances will begin 25 days before the event date.

Subtotal:	$345.00
Total:	$345.00
Amount Paid:	$0.00
Balance Due:	**$345.00**

Powered by Univerus Rec

Date Viewed: Tue Sep 30, 2025 @ 11:46AM (CDT)

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Programs Manager to discuss the application in detail for first time applicants. Please call (409) 934-8126 to make arrangements.

Set-Up Date: November 15, 2025 Start time: 9:00 am End Time: 10:00 am

Event Date(s): November 15, 2025 Start time: 10:00 am End Time: 12:30 pm

*Event Date(s): November 15, 2025 Start time: 9:00 am End Time: 12:30 pm
(Two-day event) / add additional line for 3+ day event

Break-down Date: November 15, 2025 Start time: 12:00 pm End Time: 12:30 pm
Reservations can be made 24 months in advance for any public event, special event or company picnic.

Park Requested: Bayshore Park in Bacliff

*Facility/Facilities Requested: the Pavillion at Bayshore Park

*including but not limited to: pavilions, gazebos, sports fields, cabanas, bunkers, restrooms, etc.

Type of event:
- X Fair/Festival
- ____ Parade
- ____ Event exceeds facility capacity
- ____ Circus/Carnival
- ____ Company Picnic
- ____ Wedding
- ____ Race/Fun Run
- ____ Amusement request
- ____ Concert
- ____ Demonstration/Rally
- X Other: Free Food Giveaway, Thanksgiving

*Estimated # attending event: 300 (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary): We will be giving away Thanksgiving Blessing Baskets to families in need. We will have inflatables, games, petting zoo.

Event Name: Lighthouse Harvest Festival

Name of Applicant: Crystal Matthews (Photo ID req. / age 21+)

Company Name (if applicable): Lighthouse Christian Ministries

Individual/Tax-Exempt For-Profit or Commercial: EIN# 76-0547734
(attach proof of current tax-exempt/non-profit status, including IRS form 990)

Mailing address: PO BOX 718

City: Bacliff State: Tx Zip: 77518

Email address: Crystal@lighthousecm.org

Cell Phone (281) 744-9763 Other Phone (281) 339-3033 *301

Event Day Contact Name: Crystal Matthews Phone (281) 744-9763

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION
PAGE 2

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. ____ YES __X__ NO

Will gate, admission or registration fees be charged? ____ YES __X__ NO
If yes, attach a list of proposed fees and their purpose and also see section 5.1.4 of Facility Permitting Policy.

How will the event be promoted? ____ TV Ads ____ Newspaper Ads ____ Radio
__X__ Flyers/posters ____ Billboards __X__ Internet
____ Other: _____

Event website: Lighthouse.cm.org

REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the Programs Manager.

__✓__ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

____ **Event Parking** - What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: We will use regular parking only

Event Participant Parking Area (vendors, staff, volunteers, media): regular parking only - there is plenty of room.

Event Attendees: Same - regular - it is come & go.

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

N/A

____ **Event Size:** 300 # of Participants 20 # of Staff/Volunteers

____ # of Spectators ____ **Total Number of Attendees**

____ **Event History:** Is this a first time event? ____ YES __X__ NO

Is this an Annual Event? __X__ YES ____ NO

How many years in existence? 2 YEARS

Previous Name(s) of Event: Harvest Festival

If your previous year's application is on file, are there any changes from the previous year? List: no

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestoncountytx.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

REQUIRED ATTACHMENTS - Continued

_____ **Activities and Entertainment** - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

_____ **Structures** - Please check all structural elements that apply.

_____ Tent(s) _____ Booth(s) _____ Table(s) _____ Chair(s) _____ Stage(s)

_____ Fencing _____ Light Tower(s) _____ Generator(s) _____ RV(s)

__X__ Other(s), please list: 1 Inflatable & 1 Petting Zoo

✓ **Utilities**

Will you need electricity? __X__ YES _____ NO (see page 9, item #13)

Electricity for: Microphone & Speaker, popcorn machine, Stereo.

Will you need access to water? __X__ YES _____ NO

Water for: Restrooms only

_____ ***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Minimum of (1) per one hundred (100) participants is required.

_____ # of Regular _____ # of ADA

When will they been delivered? N/A

*For multi-day events, servicing of port-a-lets is required!

_____ ***Event Clean-Up/Trash:**

Who is responsible for the event clean-up? Lighthouse

Contact Phone Number: 281-744-9763 Crystal

Will your event have a dumpster? _____ YES __X__ NO

trash will be minimal.

What size? _____ When will it be delivered? _____

Recycling: Do you have a plan for recycling for the event? If so, please describe:

*Galveston County Parks & Cultural Services may be able to donate a limited number of trash can liners and extra toilet paper to the event, depending on available supplies. ***Please note that events held within the city limits of League City must use Republic Services (Walter Hall Park & Elva Lobit Park).**

REQUIRED ATTACHMENTS - Continued

_____ **Food/Beverages:** Please indicate all food/beverage elements that apply:

_____ Sale of food/beverages X Distribution of food/beverages (Groceries) prepackaged food to be cooked

A Health Permit is required for each vendor selling or distributing food/beverages.

N/A _____ Sale of Alcoholic beverages _____ Distribution of Alcoholic beverages

You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the Galveston County Parks & Senior Services Division to obtain your permit, if required.

Please state your plan(s) to keep others from bringing alcoholic beverages into your event and to keep patrons from taking alcoholic beverages out of the event.

_____

_____

_____ **First Aid Plan:** Will you have a first aid station on-site? _____ YES X NO

What are your plans for a minor/major emergency? First Aid kit

_____

_____

Does your event layout provide for emergency vehicle access? X YES _____ NO

X **Insurance Requirements:** Public liability and property damage insurance is required for all athletic user groups, amusement vendors (i.e. moonwalks), special event organizers producing events that are open to the public, and for-profit commercial vendors, otherwise known as "vendor" in the amounts set forth below. Insurance must be issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of the acts or omissions of the vendor.

Vendor shall at its own expense be required to carry the following minimum insurance coverage:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars ($300,000.00);
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars ($100,000.00);
- Alcohol - If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

INSURANCE - Continued

Certificate Holder:
The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:
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).

General requirements:

- 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 insurance certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf.
- Proof of insurance must be provided at least five (5) business days before the start of the event, athletic season, or first permitted date, or the permit/event will be cancelled.
- The County reserves the right to pursue other remedies permitted by law or in equity.
- In no event shall the County be liable for any damage to or destruction of any property belonging to the event organizer/vendor unless specified in writing and agreed upon by both parties.

X **Security:**
The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

Galveston County Parks & Senior Services requires that: Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special Event, or Company Picnic at which alcohol is present, or any Public, Special, Private Event or Company Picnic with an estimated attendance of 100 or more (including vendors, staff, volunteers, etc.), or events where an admission fee is charged or has live music, bands, or a deejay. Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below. The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Park Patrol Security Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

SECURITY - Continued

It is the Applicant's responsibility to make arrangements for Security by contacting the Park Patrol Security Supervisor, during normal business hours (M-F; 8am-5pm) at either (409) 934-8122 or via cell phone at (409) 771-5855. Arrangements for Security under normal circumstances should be made 30 calendar days in advance.

NO ALCOHOL AT THE EVENT	EVENTS WITH ALCOHOL
1-99 = No Officer	1-199 = 2 Officers
100-199 = 1 Officer	199-299 = 3 Officers
200-299 = 2 Officers	300-399 = 4 Officers
300-399 = 3 Officers	400-499 = 5 Officers

(W) Initial - **Event Notification:** The applicant understands that they may be required to serve notices to residents and/or businesses in the area where the event will be held and furnish proof to the Department (initial on line).

_____ **Street/Lane Closures:** Are you requesting any street/lane closures? _____ YES _____ NO

N/A Please list any street/lane closures you are requesting and attach a map:

_____

_____

See next page for a schedule of fees

Special Event Permit Fees: Fees for these permits are based on the number of people projected to be attending the event and whether or not gate/admission or registration fees are charged. Depending on the site, parks may include outdoor picnic shelters, outdoor pavilions and other outdoor amenities. Special Event Applications must be submitted at least 90 calendar days in advance of the event date and are made on a first-come, first serve basis.

OUTDOOR (PARKS AND AMENITIES) - PARK USER FEES AND DEPOSITS / Parks Open 7:30am-10pm

Attendance	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Events with 100 persons or less in attendance	$70	$140	$35
101-300 persons	$145	$230	$75
301-500 persons	$345	$700	$200
501-2,000 persons	$575	$1,150	$1,200
2,001-5,000 persons	$700	$1,400	$1,700
5,001 or more persons	$700	$1,400	$2,700
Events with gate/admission or registration fee	$1.00 per person (see FPP, section 5.1.4)	$1.00 per person (see FPP, section 5.1.4)	Use attendance to determine

INDOOR - FACILITY USER FEES AND DEPOSITS / Facilities Open 8am-10pm

Center and Capacity	User Fees	User Fees
	Individual/Tax-Exempt	Commercial/For Profit
Walter Hall Pavilion Bottom Floor (300)	$85.00 per hour, three hour minimum	$170.00 per hour, three hour minimum
Wayne Johnson Community Center (300)	$85.00 per hour, three hour minimum	$170.00 per hour, three hour minimum
Bayside Community Center (140)	$85.00 per hour, three hour minimum	$170.00 per hour, three hour minimum
Dickinson Community Center (100)	$50 per hour, no hourly minimum	$80.00 per hour, no hourly minimum
Runge Community Center (130)	$50 per hour, no hourly minimum	$80.00 per hour, no hourly minimum
Pioneer House (50)	$50 per hour, no hourly minimum	$80.00 per hour, no hourly minimum
Walter Hall Pavilion Top Floor (25)	$20.00 per hour, no hourly minimum	$40.00 per hour, no hourly minimum
Events with gate/admission or registration fee	$1.00 per person (see FPP, section 5.1.4)	$1.00 per person (see FPP, section 5.1.4)

ADDITIONAL FEES, IF APPLICABLE	
Set-Up/Break-Down	$250 for Walter Hall, Bayside, Wayne Johnson $125 for all others
Overtime Hours:10pm-8am & County Holidays	Additional hour fee $25.00 per hour
PA System	$50.00
Podium	$10.00

SPECIAL EVENT CONTRACT: The undersigned applies for a special event permit and agrees to the regulations listed below as established by the Galveston County Department of Parks and Cultural Services.

1. Please have your Permit in possession during your use of the permitted facility.

2. The layout approved for this event denotes the permitted activities and must be followed in the staging and placement of parking, concession stands, booths, inflatables and amusements, trash receptacles, portable restrooms, performance staging and other support amenities. Any deviation from the approved layout, except in the instance of minor on-site adjustments must receive permission from the Parks Operations Manager or their representative.

3. No motorized vehicles may be driven upon or parked on turf areas or sidewalks unless approved in the layout.

4. Cancellations: If applicant wishes to cancel the event, the notification must be given in writing at least 30-calendar in advance. Failure to comply with these deadlines will result in the forfeiture of user fees. Cancellations may be charged a $30 administrative fee.

5. Concession Stands, exhibit booths, tents, awnings, and/or similar support structures may not be attached to, set against, or situated so as to damage any wall, column, tree, post, light standard or any other park amenity.

6. Deposits: The Permit Holder must leave the facility in good or better condition that existed before the event. Following the conclusion of the event all or part of the deposit may be refunded, depending upon the condition in which the facility are left. If the facility is damaged or not thoroughly cleaned, the Permit holder agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department. Permit Holders are responsible for damage to any furniture, equipment, and building along with the surrounding grounds. Deposits must be made by check or money order within 30 days of the day the reservation is made and will be deposited. Following the event, a refund check will be issued to the permit holder approximately 30 days after the conclusion of the event (if applicable).

7. Trash: Applicant agrees to pick up trash and litter during and after all events. Events are required to remove bags of trash from the Site the same day as the event. Failure to remove trash/litter may result in forfeiture of all or part of the Applicant's deposit. In addition, the Applicant may be responsible for other costs incurred by the Department for the removal of trash/ litter from the site.

8. Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on County holidays. County holidays are: New Years Day, Good Friday, Easter Sunday, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change. Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $25.00 per hour.

9. No banners, flags, temporary signs, or similar visual effects may be attached to lights, sign posts, trees or secured by stapling, taping, nailing, or other means that may cause damage to park structures or amenities. Rice, birdseed, confetti, silly string, pinatas and glitter are not allowed.

10. Permits that extend beyond park hours are subject to an overtime fee.

11. No glass containers are allowed.

12. All electrical connections and hook-ups installed by the applicant must meet appropriate safety and city or county code requirements. Special event permits are issued for the use of existing electrical systems and outlets only. If the existing electrical system does not meet the event's needs, then the applicant must contract this service with a firm/individual who has a Master Electrician/Electrical Contractor License issued by the City within the park/facility boundaries fall. Such contractor will be responsible for obtaining the necessary permit(s), as well as installation and removal of any temporary power source per article 305 of the National Electrical Code and any city or county codes that pertain. Total amperage required by the applicant may not exceed safe capacity of existing park service. A copy of the electrical permit must be provided before any temporary electrical connection is made.

13. Existing faucets or hose bibs may be used for water connections, but no temporary connections or modifications to the park's water supply may be made without prior approval.

14. Adherence to the date and time allotments of this application/permit are mandatory, and is inclusive of set-up, strike and clean-up.

15. Please note that should the County need to utilize the park for any reason, Applicant will be given notice at the earliest opportunity and User Fees will be refunded.

16. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

17. Permit holder is responsible for obtaining any noise/sound or additional permits are required by the City that the event is held in.

18. For Public, Special Events, applicants for permits must submit a "Special Event Reservation/ Application" Form. The completed "Special Event Reservation/Application Form" must be submitted to the Permit Office at a minimum of 90 calendar days in advance but not more than two years in advance. Deposit payments are due within 30 days of the day that the reservation is made. The Applicant will be required to pay 100% of the required Site Reservation User Fees, and other Fees as determined by the Permit Office as being applicable to the special event, thirty (30) calendar days prior to the event date unless the applicant is granted a full or partial refund under the requirements of section 2.1 or the event is categorized under section 5.1.4 "Gate Fees". Gate fee applicants shall pay required fees at the conclusion of their event.

19. No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same park location.

20. Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. Public, special events and company picnics can make reservations up to 24 months in advance.

21. All Reservation Application Forms must include a valid telephone number, email address if available, cell phone number and/or fax number as alternative means of contact. Facility and/or User Reservation Fees for both indoor and outdoor facilities and/or grounds are to be paid by Cash, Personal Check, Cashier's Check, Money Order and if applicable by Credit Card (Visa, MasterCard, Discover, etc.) made payable to the Galveston County Parks & Cultural Services Department. Personal checks are only accepted more than 30 calendar days in advance of a reservation. If less than 30 days, cash, cashier's check, money order, or credit card payment is required.

22. For indoor facility rentals for either private or public/special events and company picnics, following the conclusion of the Event if the Facility, or Grounds is damaged or if the Facility, Grounds area is not thoroughly cleaned, the Permittee agrees, as a condition of the issuance of the Permit to pay such charges as are assessed by the Department. If a dispute arises out of or relates to the breach of this Agreement, and if the dispute cannot be resolved through negotiation, then the County and Permitee agree to submit the dispute to mediation. In the event that the County or Permitee desire to mediate any dispute, that party shall notify the other party in writing of the dispute it desires to mediate. Within thirty (30) days after receipt of the written notice of the dispute and the request to mediate, the parties shall attend a mediation conducted by a mutually agreeable mediator. If the parties do not achieve a resolution of the dispute by mediation, within ten (10) days after the mediator declares an impasse, either party may make a written demand for binding arbitration by an impartial and unbiased arbitrator. Mediation is a condition precedent for the filing of suit by the aggrieved party. The demand for arbitration must describe the dispute and the factual basis for the dispute in reasonable detail. The parties may agree, in writing, to appoint an impartial and unbiased arbitrator to hear the dispute. In the event that the parties are unable to agree on the appointment of an arbitrator, either party may file suit in either the county court-at-law or the district court of Galveston County to request appointment by the court of an impartial and unbiased arbitrator to hear the dispute and a referral of the case to the appointed arbitrator to conduct a binding arbitration. The arbitration shall be conducted according the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association which are in effect on the date of the demand for arbitration is received by a party, except to the extent of a conflict with this Agreement.

23. Cleaning and Trash For Indoor Facility Rentals: Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete. Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations. Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided. Trash cans are for use for trash only. County staff will inspect the facility immediately following the event. If the facility is not satisfactorily cleaned, Section 2.9 of the Facility Permitting Policy will apply.

24. Cleaning and Trash For Outdoor Facility Rentals, the Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. In the event that trash is not removed, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

25. The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

26. The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of $10.00 per outlet. It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

27. Any misrepresentation of the signed special event application or failure to meet the requirements set forth herein will result in retention of the deposit fee.

Crystal Matthews

Applicant's Name

Crystal D. Matthews

Applicant's Signature

9/29/25

Date

Galveston County Parks & Cultural Services
4102 Main Street (FM 519), La Marque, TX 77568
www.galvestoncountytv.gov

PUBLIC EVENT/SPECIAL EVENT PERMIT APPLICATION

Checklist / Notes:
For Office Staff Only:

Staff Initials:_____ Permit #:_____

Deposit Fee Paid:_____ Method of Payment: Cash MO#_____
Date:_____ Check#_____ CC

User Fee Paid:_____ Method of Payment: Cash MO#_____
Date:_____ Check#_____ CC

Initial Meeting Date:_____ On-Site Meeting Date:_____

Routed to Internal Departments: _____ Parks _____ GCSD _____ GCFR

_____ Permit Office _____ Director

Program Manager Checklist

Layout:_____ Event Parking:_____ Activity Listing:_____ TABC Permit:_____

Insurance:_____ Sound Permit:_____ Security Scheduled:_____

Street Closure Map:_____

GCPD Staff in charge:_____ Cell:_____

_____ Event Notes: Emailed On:_____

Route to Program Manager for signature and final review _____

Program Manager Signature:_____ Date:_____

NOTES/SPECIAL REQUESTS:

SERVICE
CINCINNATI, 0k 45201

DEPARTMENT OF THE TREASURY

Date: MAY 2/ 2002

Employer Identification Number :
76-054 7 734
DLN :

RAN AREA CHRISTIAN SERV-CES
PO BOX 1432
KEMAH, ry. 77565-coao

Contact Per30n :
NNE LIGGETT 31236
Contact Telephcne Number :
(877) 829-5500
Our Letter Dated:
February' 1998
Addendum Applies

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated ag an organization that is a pry vate foundat until the expirat Of your advance ruling period .

Your exempt status under section 501 (a) of the Internal Revenue Code as an organization described section 5 01 (c) (2) still in effect. Based or: the iniormacion you subrnitt--ed, we have determined that you are not a private foundation within the meaning of section 509 (a) of the Code because you are an organizatioh of the type described in section 509 (a) (I) and 170 (b) (I) (A) (v i) .

Grantors and contributors may rely on this determination unless che Revenue Service publishes notice,ntt.ary. Rowever, i C you lose your section 503 (a) (I) status, a grantor cr contributor may not rely on this determination if he or she was in part responsible fox-a or was aware of , the acc or failure act, or the substantial or material change on the part of the organization that resulted in your logs of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would ac longer be classified as a section SOS (a) (1) organization.

are required to make your annual information return, Form 990 or Form 99C-EZ, available for public inspection for three years after the lat.er of the due date of the return or the date the recurn is filed. You are also required to make availahie for public inspection your exemption application, any supporting documents, and your exemption _ Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the inr.ez-netz. penal raay be impoged for failure comply with these

Additioz•zal information ig available in Publication SS 7 , Tax- Exempt Status for Your Organi zaLion, oz- y6u may call our toil free numbez shown above .

letter

- Letter 1050 (no /)

IRS Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423223404
Aug . 06, 2012 I-TR 252C 0
76-0547734 000000 oo
Input Op: 0423223404 00003372
BODC: TE

LIGHTHOUSE CHRISTIAN MINISTRIES
% JUDEE SWAIM
1250 W LEAGUE CITY PARKWAY
LEAGUE CITY TX 77573

015411

Taxpayer Identification Number: 76-0547734

Dear Taxpayer :

Thank you for your Form 990.

We have changed the name on your account as requested. The number shown above is valid for use on all tax documents .

If you need forms, schedules, or publications, you may get them by visiting the IRS website at www.irs.gov or by calling toll-free at I-BOO-TAX-FORM (1-800-829-3676) .

If you have any questions, please call us toll free at 1—877-829-5500 0

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us YOUP telephone number with the hours we can reach YOU. Also, YOU may want to keep a copy of this letter for your records.

Telephone Number (281) 339- 8033 Hours Monday - Saturday 10 am - 4pm

Sincerely yours,

Neil Simon

01-339 (Back)
(Rev 6-04/5)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Lighthouse Christian Ministries (LCM)	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
800 Grand Avenue	281-339-3033
City. state, ZIP code	
Bacliff, TX 77518	

I, the purchaser named above, claim an exemption from payment of sates and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seiler. Galveston County Parks & Recreation

Street address: _____ City, state, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:Purchaser claims this exemption for the following reason:

Pavillion / park rental

LCM is a 501c-3 non-profit organization (EIN: 76-0547734)

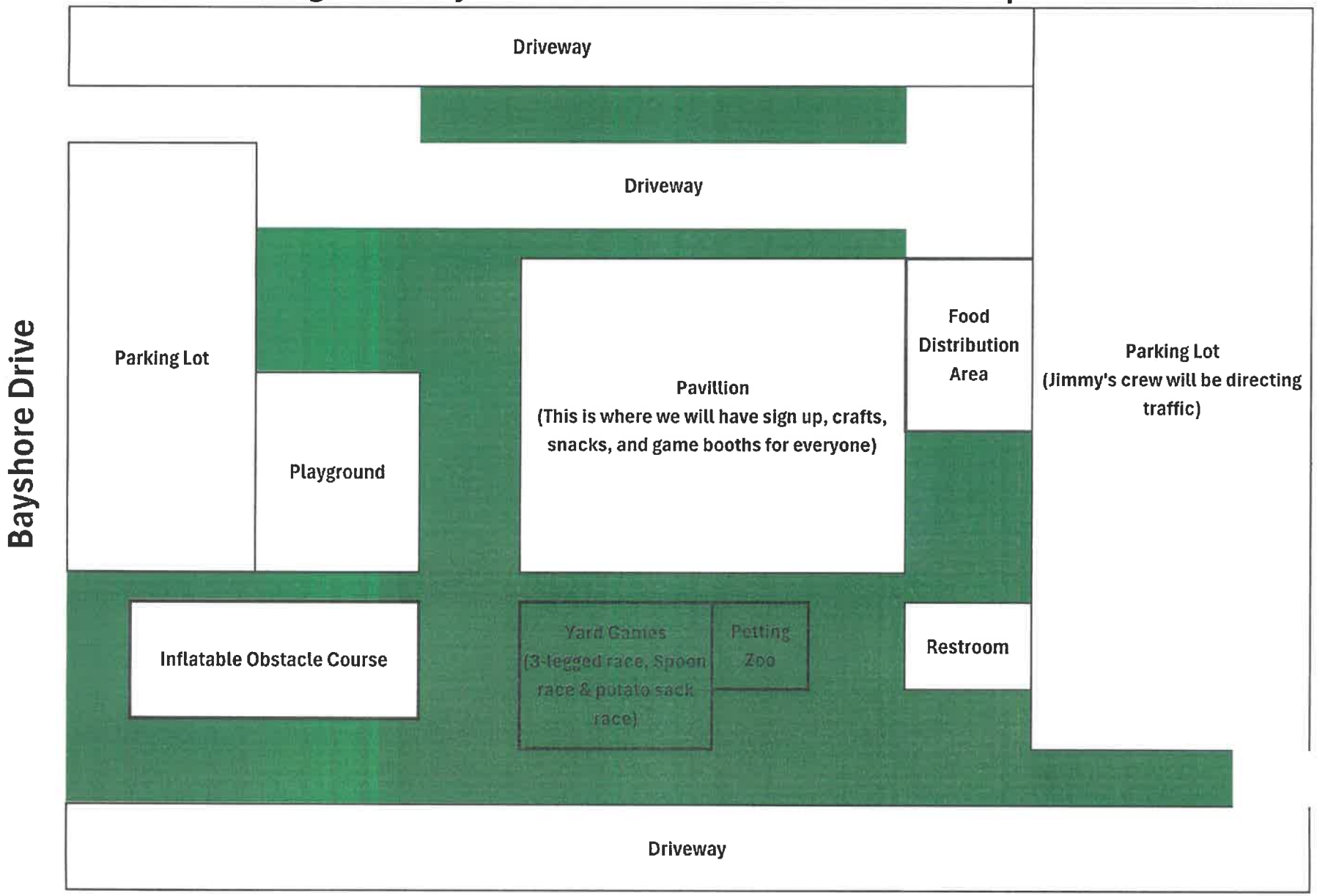
I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and use Tax Act; County Health Services Sales and use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

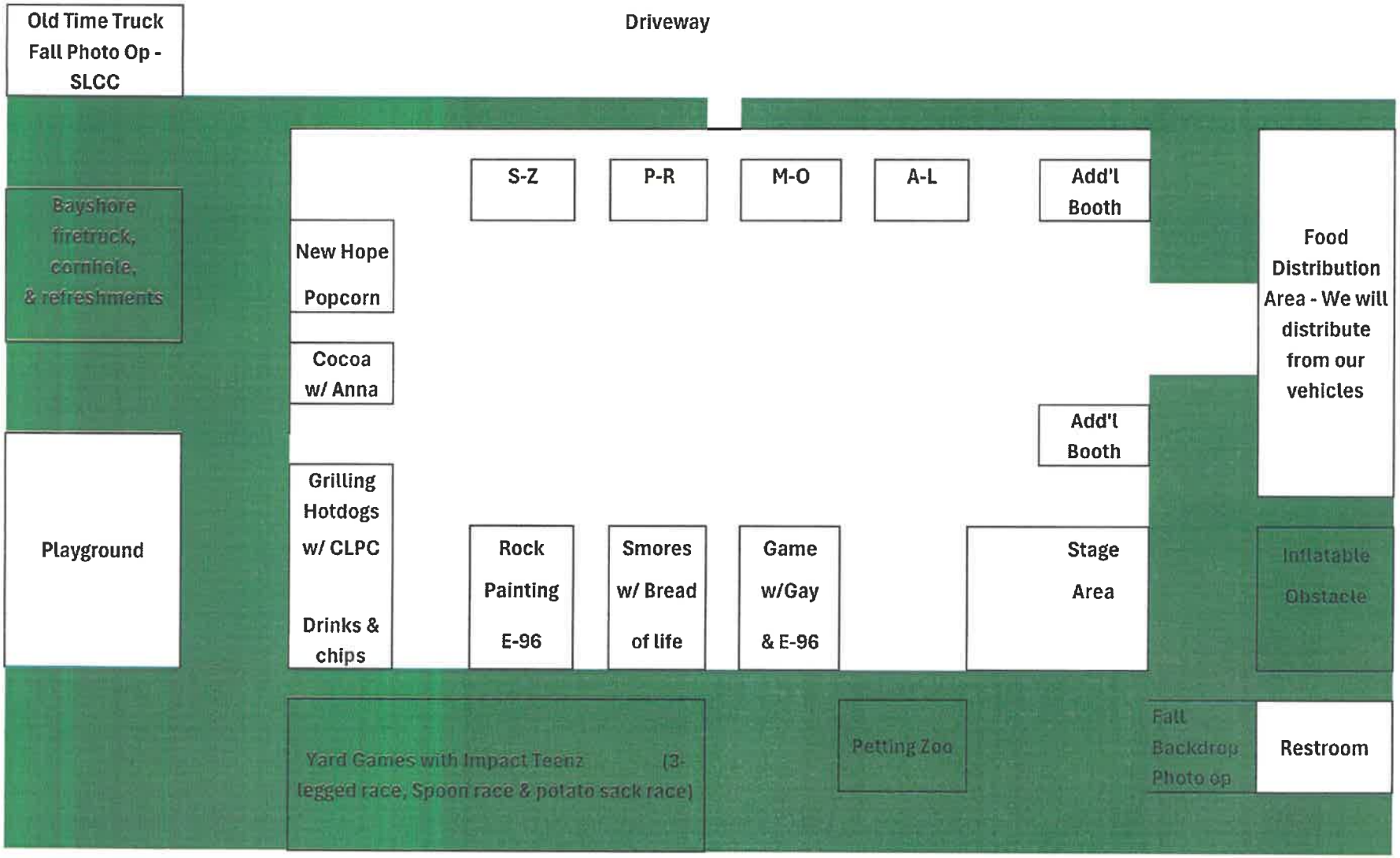
I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time ofpurchase. will be used in a manner other than that expressed in this certificate and, depending on the amount oflax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser sign here	Title	Date
[signature]	Executive Director	9/29/25

This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle. THIS CERTIFICA TE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

Diagram of Bayshore Park - LCM Harvest Festival Set up




Old Time Truck Fall Photo Op - SLCC
Driveway
Bayshore firetruck, cornhole, & refreshments
S-Z
P-R
M-O
A-L
Add'l Booth
New Hope Popcorn
Food Distribution Area - We will distribute from our vehicles
Cocoa w/ Anna
Add'l Booth
Playground
Grilling Hotdogs w/ CLPC
Drinks & chips
Rock Painting
E-96
Smores w/ Bread
of life
Game w/Gay
& E-96
Stage Area
Inflatable Obstacle
Yard Games with Impact Teenz (3-legged race, Spoon race & potato sack race)
Petting Zoo
Fall Backdrop Photo op
Restroom

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*20.

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

Consideration of approval of TXU Energy Contract Service Point Change Request Forms RSR-00275379 and RSR-00275380 for the following locations: a) deletion and meter removal 4802 HWY 3 UNIT 200W SECLT DICKINSON, TX 77539, and b) deletion and meter removal 4802 HWY 3 DICKINSON, TX 77539, submitted by Facilities

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	10/2/25 2:58 pm
2	Dianna Martinez	Approve	10/2/25 4:44 pm

TXU Energy Contract Service Point Change Request Form

Request No:	RSR-00275379				
Customer Name:	Galveston County	Parent Quote Number:	S0400022	Pad Request:	10
Contact Email:		Contract Start Date:	01/01/2020	RDS Quote Number 1:	S0806049
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:	Monica Hernandez	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
10400511559840001	P.O BOX 1418 GALVESTON, TX 77553-1418	4802 HWY 3 UNIT 200W SECLT DICKINSON TX 77539-0000	Delete	10/14/2025	Move Out - Remove Meter	100051908504	☐			782	$0.00
10400517267100001	P.O BOX 1418 GALVESTON, TX 77553-1418	4802 HWY 3 DICKINSON TX 77539-0000	Delete	10/14/2025	Move Out - Remove Meter	100051908504	☐			407	$0.00

Notes/Comments:

Settlement: $0.00

**Total Volumes Traded(KWh): 0

***Valid To(Expiration): 10/13/2025

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-00275380				
Customer Name:	Galveston County	Parent Quote Number:	S0397498	Pad Request:	10
Contact Email:		Contract Start Date:	06/01/2026	RDS Quote Number 1:	S0806051
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:	Monica Hernandez	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
10400511559840001	P.O BOX 1418 GALVESTON, TX 77553-1418	4802 HWY 3 UNIT 200W SECLT DICKINSON TX 77539-0000	Delete	10/1/42025	None	100051908504	☐			3,692	$0.00
10400517267100001	P.O BOX 1418 GALVESTON, TX 77553-1418	4802 HWY 3 DICKINSON TX 77539-0000	Delete	10/14/2025	None	100051908504	☐			2,411	$0.00

Notes/Comments:

Settlement: $0.00

**Total Volumes Traded(KWh): 0

***Valid To(Expiration): 10/13/2025

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
*21.

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:** 9/18/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of Comcast Business Enterprise EDI/ENS solution renewal with Comcast Business submitted by Information Technology**

7) **PEID No: 711376**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: Internet/data**
11) **Vendor: Comcast Business**
12) **Vendor Contract No: DIR-TELE-CTSA-010**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $498,000.00**
16) **Current Year Projected: $235,451.40**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/30/2022
23) **Auto Renewal Contract:** Yes
24) **Bid No: B092035**
25) **Contract End Date:** 9/29/2028
26) **Contract # Issued by Purchasing Department: 236542**

NOTES: MSA was approved in CC - Aug 8, 2022 (CM09134)

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	9/18/25 9:14 am
2	Misty Witmer	Approve	9/22/25 4:32 pm
3	Melissa Fleming	Approve	9/23/25 3:19 pm
4	Veronica Van Horn	Approve	9/30/25 6:21 pm
5	Diana Huallpa	Approve	10/1/25 8:17 pm
6	Sergio Cruz	Approve	10/2/25 11:42 am
7	Veronica Van Horn	Approve	10/2/25 2:50 pm

Department of Enterprise Services - 5WH

Title: Comcast EDI/ENS Services

Description: Moving Comcast EDI/ENS services to TXDIR contract DIR-TELE-CTSA-010

For who: Enterprise

Location: All County sites

When needed: ASAP

Justification: The County currently utilizes Comcast as its internet service provider and for multi-point network services (LAN/WAN). This service agreement will move our existing services to a TXDIR contract. We are also downgrading a handful of services to more closely match our utilization, still leaving room for some future growth and bursting during peak usage events.

Item	Qty	Per Unit $	Total

Total spend: $242,500 + taxes/fees

Is this item budgeted: ☑ **Yes** ☐ **No** **Budgeted amount:** $498,000

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 #** DIR-TELE-CTSA-010

Account: 159100 5492200

Submitted by: Misty Witmer **Date:** 9/22/25

COMCAST BUSINESS

Date: 9/22/2025

County of Galveston

Contact: Chris Martinez
Title: Deputy Director

Phone: 409-766-2216
Email: Chris.martinez@galveston

I am pleased to present Comcast Business's proposal for an Enterprise EDI/ENS solution to the County of Galveston, under State of Texas Contract DIR-TELE-CTSA-010.

Service	Address	Current Network	Current Billing	New Network	New Billing	Install
EDI	555 W WALKER ST, LEAGUE CITY, TX	10000Mbps	$4000.00	5000Mbps	$2,250.36	
ENS	6815 2ND ST, Hitchcock, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	555 W WALKER ST, LEAGUE CITY, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	4833 10TH ST, BACLIFF, TX	10Mbps	215.50	10Mbps	$170.13	
ENS	601 54TH ST, Galveston, TX	1000Mbps	$1,100.00	1000Mbps	$577.92	
ENS	26199 TERMINISAN LUIS PASS ROAD, GALVESTON, TX	10Mbps	215.50	10Mbps	$170.13	
ENS	4500 10th St, 4500 10th St, BACLIFF, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	823 GRAND AVE, BACLIFF, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	9300 EMMETT F LOWRY EXPY, OFC, TEXAS CITY, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	**2516 TEXAS AVE, TEXAS CITY, TX**	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	203 VAUTHIER ST, LA MARQUE, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	2714 STATE HWY 3, FL 1ST, DICKINSON, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	131 PECAN DR, LEAGUE CITY, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	174 CALDER DR, LEAGUE CITY, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	4102 MAIN ST, LA MARQUE, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	6101 ATTWATER AVE, DICKINSON, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	11730 HIGHWAY 6, SANTA FE, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	807 HIGHWAY 3 N, LEAGUE CITY, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	1353 FM 646 RD W-County of Galveston	10000Mbps	$2,800.00	1000Mbps	$577.92	
ENS	601 54th st, 601 54TH ST	10000Mbps	$2,800.00	2000Mbps	$778.40	
ENS	555 W WALKER Street, LEAGUE CITY, TX	10000Mbps	$2,800.00	10000Mbps	$2,671.20	
ENS	1205 Oak St, 1205 Oak St, La Marque, TX	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	722 21ST ST, FL 2, GALVESTON, TX	10000Mbps	$2,800.00	2000Mbps	$778.40	
ENS	5115 HIGHWAY 3, DICKINSON, TX	30Mbps	$375.00	30Mbps	$310.69	
ENS	10000 EMMETT F LOWRY EXPY	1000Mbps	$575.00	1000Mbps	$577.92	
ENS	12031 NORTH FWY, Houston, TX	10000Mbps	$2335.20	10000Mbps	2,671.20	
	Total Monthly Recurring Cost		**$28,641.20**		**$20,203.07**	

Based on a 36-Month Term:

- No signature is required under the State Contract. Approval via email will authorize issuance of an Electronic Purchasing Order (EPO).
- Existing IP addresses will remain in place.
- No Early Termination Fees (ETF).
- DIR billing from State of Texas (SoTx).
- Proposal includes 12% administrative fee.

We appreciate the opportunity for Comcast Business to provide you with network services. If you have any questions, please feel free to contact me.

Ken Orlaska
Comcast Business, Public Sector
346-297-3604
Kenneth_orlaska@comcast.com

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*22.

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:** 9/23/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Information Technology**
5) **Department Contact: Misty Witmer**
6) **Description: Consideration of approval of CTI Complete Audio-Visual Conferencing maintenance renewal with CTI submitted by Information Technology**

7) **PEID No: N/A**
8) **Req No: N/A**
9) **Orgkey: 1101159100**
10) **Object Code: Repair & Maintenance- Equipment**
11) **Vendor: CTI**
12) **Vendor Contract No: N/A**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $65,000.00**
16) **Current Year Projected: $64,222.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 11/1/2025
23) **Auto Renewal Contract:** Yes
24) **Bid No: NA**
25) **Contract End Date:** 10/31/2026
26) **Contract # Issued by Purchasing Department: 236773**

NOTES: HB1295 Requested
For FY26

Approval History

Seq #	Approver	Action	Action Date
1	Lauren Michaels	Approve	9/23/25 12:21 pm
2	Misty Witmer	Approve	9/23/25 12:42 pm
3	Melissa Fleming	Approve	9/23/25 4:28 pm
4	Veronica Van Horn	Approve	9/30/25 6:17 pm
5	Diana Huallpa	Approve	10/2/25 1:02 pm
6	Sergio Cruz	Approve	10/2/25 1:14 pm
7	Veronica Van Horn	Approve	10/2/25 2:39 pm

Department of Enterprise Services - 5WH

Title: Yearly AV & Video Conferencing Maintenance Renewal

Description: Coverage for hardware and software support: control systems (Extron, Crestron, Rushworks), mixers, DSPs, encoders (Granicus, vMix, Niagara, Teradek), recording/archiving (Blackmagic, AJA, Avid NEXIS), microphones (Shure, Sennheiser), and conferencing gear. Services included:Preventative maintenance (system checks, firmware updates, cabling inspections) Troubleshooting and repairRemote and on-site

For who: County-wide

Location: Justice Center and Office of Emergency Manangement

When needed: October 31, 2025

Justification: To ensure reliability of critical County operations, including emergency activations, courtroom proceedings, and virtual hearings. Prevent downtime that could disrupt legal processes, public transparency, and official records. Extend the life of expensive A/V investments through proactive maintenance, firmware updates, and system health checks.

Item	Qty	Per Unit $	Total
Yearly AV & Video Conferencing Maintenance Renewal			$64,222.00

Total spend: $64,222.00

Is this item budgeted: ☑ **Yes** ☐ **No** **Budgeted amount:** $65,000.00

If not budgeted, describe how item is to be funded?:

Is this a renewal?: ☑ **Yes** ☐ **No** **Current expiration date:** 10/1/25

DIR Contract?: ☐ **Yes** ☑ **No** **DIR Contract #**

Account: Repair & Maintenance- Equipment

Submitted by: Shanna M. Fuentes **Date:** 9/12/25

REQUEST ID- # 48359

Annual AV & Video Conferencing Maintenance Renewal

Requested by Fuentes, Shanna on Sep 16, 2025 01:09 PM | Approval Status : Not Configured

Request Details

Request Type	Service Request	Mode	Web Form
Status	Open	Level	Tier 4

Requester Details

Requester Name	Fuentes, Shanna	Assets	-

Site	Base Site	Category	Purchasing
Group	Business Office	Sub Category	Services
Technician	Michaels, Lauren	Item	Not Assigned

Created Date	Sep 16, 2025 01:09 PM	Responded Time	Not Configured
Due by date	Sep 24, 2025 01:09 PM	Completed Time	Not Configured
Response Due Date	Not Configured		

Emails to Notify	-

Created By	Fuentes, Shanna	Department	Information Technology
Template	Ad-Hoc Service	Service Category	Ad-Hoc
SLA	6 Day Resolution		

Description

Please see the 5W for details. This is for the Annual AV & Video Conferencing Maintenance Renewal for both the JCC and OEM.

Hailey.Huffines@cti.com
Cc: CTICare <CTICare@cti.com>; Victoria Ferrari <Victoria.Ferrari@cti.com>; Emily Piper <Emily.Piper@cti.com>; Hayden Klepper <Hayden.Klepper@cti.com>; Stephanie Westbrook <Stephanie.Westbrook@cti.com>; Michaels, Lauren <Lauren.Michaels@galvestoncountytx.gov

Hi Shanna,

Please find the combined proposal attached! This covers both SA22180051 and SA22180277 through the end of next October. Please take a moment to review and let us know if you have any questions.

When you know you are ready to move forward, please send a signed copy of the agreement and/or a PO to CTICare@cti.com for processing.

Thank you,

HAYDEN KLEPPER
Service Agreement Team
Office: 314-356-2668
Address: 11653 Adie Road, Maryland Heights, MO 63043
Web: CTI.com
Social: LinkedIn | X | YouTube | Instagram

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential, subject to copyright or constitutes a trade secret. If you are not the intended recipient you are hereby notified that any dissemination, copying or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from us may be monitored.

Requester Details

Fuentes, Shanna
shanna.fuentes@galvestoncountytx.gov

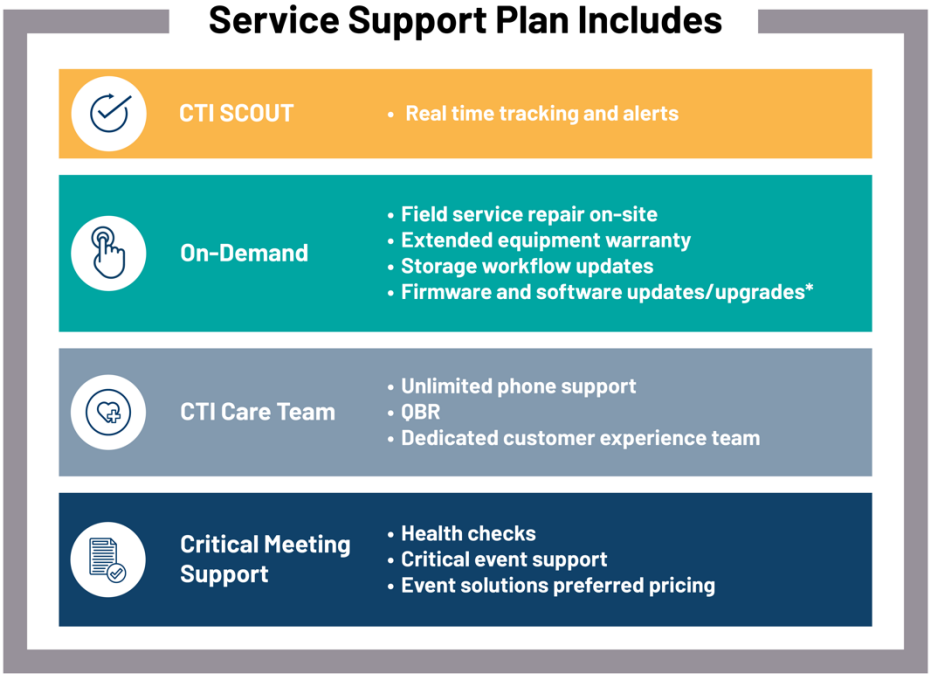
Employee ID	E101227
Phone	+14097662348
Mobile	-
Job Title	IT Service Desk Manager
Site	Base Site
Department	Information Technology
Reporting Manager	Martinez, Chris
Test	-

Assets belonging to the User

Name	Product	Product Type	Asset Type	Product Manufacturer	Warranty Expiry Date

No assets found in this view

CTI Complete



*Programming and firmware updates are included upon manufacturer release and at the recommendation of the manufacturer and CTI

Plan Overview:

CTI is pleased to offer **CTI Complete**, a Service Agreement to support your A/V system. The **CTI Complete** Service Agreement covers Display Systems, Video Systems, Audio Systems, Control Systems, Lighting Systems, Rack Accessories and Furniture, and miscellaneous cables, connectors, etc. within the equipment list contained in the contract documents.

This service plan provides audio/visual technical support and engineering services to ensure the maximum performance and reliability of your collaboration and communication technology, as well as programming updates, an on-line customer service portal and Critical Meeting Support.

Thank you for choosing CTI to support and maintain your technology investment. We value your partnership as your AV Solutions provider.

CTI Complete – Plan Summary: Galveston County Justice Center

- Labor for parts repair & replacement are covered for the duration of the agreement
  - On-Site within 48 hours of initiated request where CTI does NOT have a branch
- Any shipping/freight costs are covered within this agreement
  - 2-day shipping
- All parts are included, except for consumables.

Agreement Price (per year):

Subtotal	$ 64,222.00
Tax	$ 0.00
Total	**$ 64,222.00**

Your Service Location:
4464 W 12th St
Houston, TX 77055
(PH) 833-266-0835 (Fax) 855-329-2844
Email: Service@CTI.com

Active Dates:	11/01/2025 - 10/31/2026
Service Agreement #:	SA22180051-1
Cust Name:	Galveston County
Address:	600 59th Street Suite 2300 Galveston, TX 77551
Contact:	Lauren Michaels lauren.michaels@galvestoncountytx.gov

Labor Rates:

The following is applicable to all service agreements:

Travel Expenses

All locations outside CTI Office Metropolitan areas will be invoiced for travel and expenses separately based upon expenses incurred by CTI. Travel and expenses are not figured into the agreement price.

- Rates are Portal to Portal within 60-mile radius of service centers.
- Travel & Mobilization Costs Outside of 60 Mile Radius = to be billed at 75% of the standard rate.
- Air travel, car rental, lodging, per diem to be billed in addition to above costs.

Disclaimer

CTI will not be responsible for any problems or malfunctions that have an origin determined not to be the result of manufacturing defect or failure. Operator error, operator abuse, general misuse or neglect of equipment is not covered. Consumables are only covered in the case of manufacturer defect. Consumables such as batteries, lamps and CRTs are not included. All service calls and repairs performed to the equipment under these circumstances will be billed at current CTI labor rates and may include a rush or emergency service charge.

Agreement Renewal

This service plan is a **one (1) year term** that will be renewed annually only upon agreement by both parties. Service Support Plan renewal notices will be delivered thirty (30) days prior to the expiration of this agreement. Upon acceptance, renewal payments must be made to CTI prior to the expiration date of this agreement to avoid system recertification fees. Multi-year Service Agreements can be negotiated at the request of the customer.

The understated Field Service Rates are applicable to all systems **not** under CTI Complete Agreement or for repairs that fall outside normal system coverage.

CTI WILL NOT BE RESPONSIBLE FOR ANY CATASTROPHIC ACTS OF GOD OR MAN, FIRE, FLOOD OR OTHER DISASTERS. SUCH OCCURRANCES WILL VOID THIS AGREEMENT.

CTI Standard Labor Rates		
Service Description	**Rates**	**Criteria**
On-Site Repairs		
CTI Field Service Technician: Standard	$224/hr	Minimum 2 hours
After Hours Rush	$336/hr	Minimum 2 hours

Client Signature: _____ Date: _____

CTI Authorized Signature: _____ Date: _____

To Whom it May Concern: September 22, 2025

Subject: Sole Source Justification for CTI Complete Service Agreement

We are pleased to present the CTI Complete Service Agreement for the Galveston County Justice Center. As the original integrators of your audio/visual (A/V) systems, we have an in-depth understanding of your specific requirements and the unique setup of your technology. This positions us as the best provider to continue offering comprehensive support and maintenance, ensuring optimal performance and reliability of your collaboration and communication technology. As your trusted A/V solutions provider, CTI offers the CTI Complete Service Agreement, which includes coverage for:

- Display Systems
- Video Systems
- Audio Systems
- Control Systems
- Lighting Systems
- Rack Accessories and Furniture
- Miscellaneous cables, connectors, etc.

Our service plan encompasses audio/visual technical support, engineering services, programming updates, an online customer service portal, and critical meeting support. Additionally, we provide on-site support within 48 hours for locations where we do not have a branch, and all shipping/freight costs are covered within this agreement.

The agreement price is $64,222.00 per year, and the active dates for this agreement are from November 1, 2025, to October 31, 2026. The service location is 4464 W 12th St, Houston, TX 77055.

CTI's expertise and proven track record in supporting and maintaining your A/V systems make us the only viable provider for this service agreement. Our unique capabilities and understanding of your specific requirements ensure that you receive the highest level of service and support.

We appreciate your consideration of this sole source procurement request. If you have any questions or require further information, please do not hesitate to contact us.

Sincerely,

Stephanie Westbrook

Stephanie Westbrook
Director CTI Care
Stephanie.Westbrook@cti.com

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:** 10/2/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Contract Services**
5) **Department Contact: Veronica Van Horn**
6) **Description: Rosenberg Library Agreement**

7) **PEID No: 184069**
8) **Req No:**
9) **Orgkey: 1101-440100**
10) **Object Code: 5461000**
11) **Vendor: Rosenberg Library**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $621,030.00**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** Yes
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 237938**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	10/2/25 5:20 pm
2	Melissa Fleming	Approve	10/3/25 8:04 am
3	Veronica Van Horn	Approve	10/3/25 11:57 am
4	Diana Huallpa	Approve	10/3/25 3:02 pm
5	Sergio Cruz	Approve	10/3/25 3:18 pm
6	Veronica Van Horn	Approve	10/6/25 10:00 am

COUNTY of GALVESTON
COUNTY COURTHOUSE

722 MOODY AVENUE 2nd FLOOR GALVESTON, TEXAS 77550
Phone: 409-770-5562 **Fax: 409-770-5560**

October 13, 2025

The Honorable Mark Henry, County Judge; and
The Honorable Commissioners' Court
Galveston County
722 Moody Ave.
Galveston, TX 77550

Gentlemen:

Our current agreement with the Rosenberg Library Association is due for renewal. In accordance with the terms of the Library Services Agreement, it renews automatically on a year-to-year basis contingent upon approval of both parties. Please authorize the County Judge to sign as provided in this letter renewal and join with the Rosenberg Library Association in continuing this mutually beneficial agreement. The amount approved in the FY26 budget is $621,030.00 payable in twelve monthly installments of $51,752.50.

Approved:

_____
Mark Henry, County Judge

Morgan, Darius J
Digitally signed by Morgan, Darius J
DN: dc=com, dc=kindermorgan, ou=Houston, ou=Users, cn=Morgan, Darius J, email=Darius_Morgan@kindermorgan.com
Date: 2025.10.01 15:38:26 -05'00'

_____
Print Name: Jay Sims
Rosenberg Library Association

Attest:

_____
Dwight D. Sullivan, County Clerk

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:** 10/1/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: District Court Administration**
5) **Department Contact: Veronica Van Horn**
6) **Description: Interlocal with Regional Public Defender Local Govt Corp FY26/27**

7) **PEID No: 715094**
8) **Req No:**
9) **Orgkey: 1101-121900**
10) **Object Code: 5431000: Court Related Expenses - Spend Category: Court Appointed Capital Cases - Program: District Court Indigent Defense**
11) **Vendor: Regional Public Defender**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: 250,000.00**
16) **Current Year Projected: $123,970.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** Yes
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2027
26) **Contract # Issued by Purchasing Department: 237735**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	10/1/25 11:35 am
2	Melissa Fleming	Approve	10/1/25 11:57 am
3	Veronica Van Horn	Approve	10/1/25 12:07 pm
4	Diana Huallpa	Delegated	10/2/25 1:10 pm
5	Christian Monterrubio	Approve	10/2/25 3:54 pm
6	Sergio Cruz	Approve	10/2/25 3:56 pm
7	Veronica Van Horn	Approve	10/2/25 5:29 pm

REGIONAL PUBLIC DEFENDER
FOR CAPITAL CASES

Chief Public Defender

Edward Ray Keith

P.O. BOX 2097
LUBBOCK, TX 79408
MAIN: (806)696-3740
FAX: (806)696-3750

Honorable Mark Henry
County Judge
County of Galveston
722 Moody
Galveston, Texas 77550

Via email: Mark.Henry@co.galveston.tx.us

RE: FY2026/27 Interlocal Agreement

Honorable Judge Henry:

The current Interlocal Agreement expires September 30, 2025. Enclosed is the new Interlocal Agreement for the FY2026/27 biennium. The attached Interlocal begins October 1, 2025 and expires September 30, 2026; it will automatically renew on October 1, 2026 and expire September 30, 2027.

The allocations for the new biennium are remaining the same as the previous biennium.

The signed Interlocal is due back to us by September 30, 2025 and payment is due 30 days after. If you have any questions, please feel free to contact us.

Sincerely,

Edward Ray Keith, Jr.

INTERLOCAL AGREEMENT

This interlocal agreement (the "Agreement") is made by and between the **REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION** ("RPDO"), and **GALVESTON COUNTY, TEXAS** ("Participant"), a political subdivision of the State of Texas, (also, individually, a "Party" or, collectively, the "Parties"). This Agreement is made pursuant to the Fair Defense Act, Texas Code of Criminal Procedure 26.044(b), and Texas Government Code Chapter 791.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to provide a governmental function or service that each party to the contract is authorized to perform individually and in which the contracting parties are mutually interested; and

WHEREAS, the RPDO is a public, non-profit corporation organized under Subchapter D, Chapter 431 of the Texas Transportation Code a "local government" pursuant to Section 791.003(4)(B) of the Texas Government Code and is authorized to participate on behalf of Lubbock County to oversee and provide defense services to indigent defendants in Lubbock County and other counties which enter into interlocal agreements with the RPDO to provide defense services; and

WHEREAS, Participant has a need for and desires the RPDO to provide defense services to indigent defendants in Galveston County, Texas outlined herein; and

WHEREAS, each Party finds: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement; and,

WHEREAS, the performance of this Agreement by RPDO and Participant will be in the common interest of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
PROGRAM

1.01 **Program Purpose and Term**. The Regional Public Defender for Capital Cases (the "RPDO"), funded in part by the Texas Indigent Defense Commission ("TIDC") Multi-Year Discretionary Grant Program Funds and in part by Program Participants, will provide court-appointed counsel for individuals charged with the offense of capital murder (death-eligible) in the participating counties and who cannot afford to hire their own attorney. Inmates in units of the Texas Department of Criminal Justice within the region who are charged with capital murder will be represented by the State Counsel for Offenders, or by private counsel in the case of a conflict. Capital murder cases filed against inmates in units of the Texas Department of Criminal Justice shall not be counted in the average number of capital murder cases filed in a county.

A participating county's costs are based on several factors including: (i) funds received by the RPDO from the TIDC Multi-Year Discretionary Grant Program Funds; (ii) the participating county's population; (iii) the number of counties participating in the Program; (iv) a participating county's population as a percentage of the total population of all participating counties; and (iv) the average number of capital

murder cases filed in the participating county (the average number of capital cases is based on the previous ten (10) years). The minimum cost per participating county shall be $1,000.00. Attached hereto as Attachment 1 is each county's cost for participating in the Program.

The Interlocal Agreements shall become effective October 1, 2025 and continue through September 30, 2026. Thereafter, the agreements shall renew automatically on October 1st for one successive one-year term through September 30, 2027, unless terminated under this Agreement.

1.02 **Judges Authorized to Appoint RPDO.** The Program allows the Honorable Judge(s) of the Judicial District having jurisdiction within Participant's geographic boundaries to appoint the RPDO for the trial defense of a defendant in a death-eligible capital murder cases by completing and submitting to the RPDO the attached application (Attachment 2). In the event of a death-eligible capital murder case with multiple defendants, the trial court shall appoint the RPDO to only one eligible defendant. Any other attorneys appointed for other defendants in such case shall be at the Participant's expense.

1.03 **Duties and Responsibilities of the RPDO.** Subject to the terms and conditions outlined herein, the RPDO will represent qualifying defendants charged with the offense of capital murder (death-eligible) in all criminal proceedings directly related thereto from appointment through trial disposition. The RPDO does not represent defendants' post-conviction or in motions for new trial. The RPDO will exercise sole discretion as legal counsel in its representation of the defendant in compliance with the duties of a licensed attorney in the State of Texas and, as determined at the sole and absolute discretion of the RPDO: (i) the *Texas Disciplinary Rules of Professional Conduct;* (ii) the *State Bar of Texas Guidelines and Standards for Texas Capital Counsel;* (iii) the *Supplementary Guidelines and Standards for the Mitigation Function of Defense Teams in Texas Death Penalty Cases*; (iv) the *American Bar Association Guidelines for the Appointment and Performance of Defense Counsel in Death Penalty Cases*; (v) the *American Bar Association Supplementary Guidelines for the Mitigation Function of Defense Teams in Death Penalty Cases*; (vi) all applicable state statutes including but not limited to Article 26.044(j) of the Texas Code of Criminal Procedure; (vii) all state and federal case law applicable for the provision of effective assistance of counsel in death penalty cases; and (viii) any applicable case load management policies as may be adopted by the RPDO.

1.04 **Right to Audit.** The RPDO will conduct an annual audit that, upon written request, will be made available to the Participant. Participant may request and be provided with an opportunity to audit any relevant and non-confidential records of the RPDO directly related to Participant's agreement with the RPDO that support the calculations of charges invoiced to the Participant under this Agreement. Such audits shall be conducted at Participant's sole cost and expense and under mutually acceptable terms at RPDO's premises in a manner that minimizes any interruption in the daily activities at such premises.

1.05 **Data for the Analysis.** As consideration for its participation in the Program, Participant agrees to provide the RPDO information as needed to conduct the analysis, including the current payment schedule for court-appointed counsel on capital murder cases and the previous five fiscal years' data on the amount Participant paid for appointed counsel on capital murder cases, if available.

1.06 **Experts.** Participant will continue to incur the expense of experts as approved by the local court. Participant may be required to deposit funds with the RPDO as necessary to pay for the expense of experts as requested by the RPDO or required by the district court with jurisdiction over the applicable capital murder case.

1.07 **Fact Investigators and Mitigation Specialists.** The RPDO will provide a fact investigator and mitigation specialist to cases assigned to the RPDO office.

1.08 **No other Costs Incurred.** Neither the TIDC nor the RPDO will assume any additional costs associated with representation of indigent defendants. Costs of interpreters or any other collateral cost must be absorbed by Participant.

ARTICLE II
OTHER TERMS AND CONDITIONS

2.01 **Notice and Addresses.** Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person, by e-mail with delivery confirmation; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described:

If to RPDO:

Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases
PO Box 2097
Lubbock, Texas 79408
E-Mail: rkeith@rpdo.org

If to Participant:

Honorable Mark Henry County Judge
Galveston County
722 Moody
Galveston, Texas 77550
E-Mail: Mark.Henry@co.galveston.tx.us

2.02 **Governmental Function/No Waiver of Immunity**. The parties to this Agreement acknowledge that the services contracted for in this Agreement relate to the governmental functions of the Participant and the RPDO. Nothing in this Agreement shall be construed to impair or affect any sovereign or governmental immunity or official immunity enjoyed by or otherwise available to the Participant, the RPDO, or their respective officers and employees. No waiver of sovereign or official immunity, whether express or implied, is intended or made by this Agreement.

2.03 **No Partnership.** Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

2.04 **Employee Status**. RPDO shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate its employees. RPDO's employees will not be considered, for any purpose, employees of Participant within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, health insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

2.05 **Waiver.** The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

2.06 **Benefit of the Parties.** The terms and conditions of this Agreement are solely for the benefit of the Parties and are not intended to create any rights, contractual or otherwise, for any other person or entity.

2.07 **Force Majeure.** If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.

2.08 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

2.09 **Non-Appropriation.** RPDO and Participant recognize that any payments made for performance under this Agreement and any services provided shall be and are subject to the current revenues, staffing and allocated resources available to the respective party. The RPDO or the Participant executing this Agreement may terminate this Agreement, without incurring any liability to the other except to pay for any services already rendered, if funds, staffing or allocated resources are not appropriated or are insufficient to provide the services as determined by the respective governing bodies of the parties. In such event, this Agreement shall terminate automatically on the last day of the then-current fiscal year or when the appropriation made for the then-current fiscal year for the services covered by this Agreement is spent, whichever occurs first.

2.10 **Prior Agreements Superseded.** This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties respecting the within subject matter.

2.11 **Amendments.** In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.

2.12 **Withdrawal by Party.**

(a) Voluntary Withdrawal. Voluntary withdrawal by Participant from the Agreement shall occur upon the affirmative decision by Participant's Commissioners Court to withdraw from the Agreement and the withdrawing Participant giving at least one hundred and eighty (180) calendar days' notice in writing to the RPDO. The effective date of voluntary withdrawal shall be the last day of the applicable term of the Agreement after the one hundred and eighty (180) day notice provided by the withdrawing Participant.

(b) Involuntary Withdrawal. Participant shall be deemed to have involuntarily withdrawn from the Agreement upon the failure by the Participant to pay any cost-sharing payment by the due date, as provided in a notice to the Participant. Participant shall be given thirty (30) days written notice of non-payment by RPDO and shall not be deemed to be in default until the expiration of thirty (30) days after receipt of the written notice.

(c) In the event that Participant withdraws under (a) or (b) and the RPDO is representing an individual or individuals after having been appointed by a court in Participant's County, beginning on the effective date of the withdrawal, Participant shall be responsible for timely payment of $250.00 per hour for the first chair attorney, $200.00 per hour for the second chair attorney, $125.00 per hour for the mitigation specialist and $100.00 per hour for the investigator. Additionally, Participant shall also timely pay upon receipt and documentation all investigative costs incurred by the RPDO including but not limited to travel, lodging, meals and records collection.

SIGNED AND EXECUTED this _____ day of _____, 20___.

REGIONAL PUBLIC DEFENDER OFFICE LOCAL GOVERNMENT CORPORATION

_____
Board Chairman

ATTEST:

_____
Board Secretary

APPROVED AS TO CONTENT:

_____
Edward Ray Keith Jr.
Chief Public Defender
Regional Public Defender for Capital Cases

REVIEWED FOR FORM:

_____
Slater C. Elza
Underwood Law Firm
General Counsel

COUNTY OF GALVESTON

_____
Honorable Mark Henry
County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO CONTENT:

_____

REVIEWED FOR FORM:

_____

County	FY26	FY27
Anderson County	19,404.00	19,404.00
Andrews County	21,848.00	21,848.00
Angelina County	49,569.00	49,569.00
Aransas County	5,661.00	5,661.00
Archer County	2,033.00	2,033.00
Armstrong County	1,000.00	1,000.00
Atascosa County	23,254.00	23,254.00
Austin County	9,103.00	9,103.00
Bailey County	7,449.00	7,449.00
Bandera County	4,953.00	4,953.00
Bastrop County	30,403.00	30,403.00
Baylor County	2,760.00	2,760.00
Bee County	24,538.00	24,538.00
Bell County	153,886.00	153,886.00
Blanco County	4,638.00	4,638.00
Borden County	1,000.00	1,000.00
Bosque County	4,332.00	4,332.00
Bowie County	72,026.00	72,026.00
Brazoria County	105,741.00	105,741.00
Brazos County	87,307.00	87,307.00
Brewster County	2,268.00	2,268.00
Briscoe County	1,000.00	1,000.00
Brooks County	1,679.00	1,679.00
Brown County	34,223.00	34,223.00
Burleson County	11,936.00	11,936.00
Burnet County	21,182.00	21,182.00
Caldwell County	18,645.00	18,645.00
Calhoun County	18,331.00	18,331.00
Callahan County	9,033.00	9,033.00
Camp County	4,897.00	4,897.00
Carson County	1,379.00	1,379.00
Cass County	16,338.00	16,338.00
Castro County	1,751.00	1,751.00
Chambers County	40,109.00	40,109.00
Cherokee County	27,183.00	27,183.00
Childress County	1,583.00	1,583.00
Clay County	4,364.00	4,364.00
Cochran County	1,000.00	1,000.00
Coke County	1,000.00	1,000.00
Coleman County	3,762.00	3,762.00
Collingsworth County	1,000.00	1,000.00
Colorado County	4,883.00	4,883.00
Comal County	65,724.00	65,724.00
Comanche County	3,229.00	3,229.00

Concho County	1,000.00	1,000.00
Cooke County	31,199.00	31,199.00
Coryell County	44,912.00	44,912.00
Cottle County	1,000.00	1,000.00
Crane County	1,111.00	1,111.00
Crockett County	4,609.00	4,609.00
Crosby County	3,156.00	3,156.00
Culberson County	1,000.00	1,000.00
Dallam County	1,690.00	1,690.00
Dawson County	2,959.00	2,959.00
Deaf Smith County	4,414.00	4,414.00
Delta County	1,241.00	1,241.00
DeWitt County	4,709.00	4,709.00
Dickens County	1,000.00	1,000.00
Dimmit County	2,047.00	2,047.00
Donley County	4,647.00	4,647.00
Duval County	2,331.00	2,331.00
Eastland County	13,893.00	13,893.00
Ector County	155,421.00	155,421.00
Edwards County	1,000.00	1,000.00
Ellis County	65,174.00	65,174.00
Erath County	11,964.00	11,964.00
Falls County	5,967.00	5,967.00
Fannin County	12,344.00	12,344.00
Fayette County	17,423.00	17,423.00
Fisher County	1,000.00	1,000.00
Floyd County	1,283.00	1,283.00
Foard County	1,000.00	1,000.00
Franklin County	12,143.00	12,143.00
Freestone County	14,299.00	14,299.00
Frio County	8,240.00	8,240.00
Gaines County	32,240.00	32,240.00
Galveston County	123,970.00	123,970.00
Garza County	5,254.00	5,254.00
Gillespie County	12,158.00	12,158.00
Glasscock County	1,000.00	1,000.00
Goliad County	9,411.00	9,411.00
Gonzales County	12,353.00	12,353.00
Gray County	8,915.00	8,915.00
Grayson County	61,245.00	61,245.00
Gregg County	59,158.00	59,158.00
Grimes County	6,953.00	6,953.00
Guadalupe County	64,515.00	64,515.00
Hale County	17,408.00	17,408.00
Hall County	2,607.00	2,607.00
Hamilton County	1,953.00	1,953.00

Hansford County	3,192.00	3,192.00
Hardeman County	4,716.00	4,716.00
Hardin County	21,103.00	21,103.00
Harrison County	40,864.00	40,864.00
Hartley County	1,279.00	1,279.00
Haskell County	1,287.00	1,287.00
Hays County	124,663.00	124,663.00
Hemphill County	1,000.00	1,000.00
Henderson County	52,434.00	52,434.00
Hill County	12,395.00	12,395.00
Hockley County	8,989.00	8,989.00
Hood County	24,315.00	24,315.00
Hopkins County	22,294.00	22,294.00
Houston County	11,005.00	11,005.00
Howard County	12,154.00	12,154.00
Hudspeth County	1,000.00	1,000.00
Hunt County	64,409.00	64,409.00
Hutchinson County	8,770.00	8,770.00
Irion County	1,000.00	1,000.00
Jack County	2,013.00	2,013.00
Jackson County	7,413.00	7,413.00
Jasper County	11,650.00	11,650.00
Jeff Davis County	4,347.00	4,347.00
Jefferson County	140,094.00	140,094.00
Jim Hogg County	1,149.00	1,149.00
Jim Wells County	38,285.00	38,285.00
Johnson County	56,733.00	56,733.00
Jones County	8,516.00	8,516.00
Karnes County	3,494.00	3,494.00
Kaufman County	87,544.00	87,544.00
Kendall County	12,455.00	12,455.00
Kenedy County	1,000.00	1,000.00
Kent County	1,000.00	1,000.00
Kerr County	20,240.00	20,240.00
Kimble County	1,018.00	1,018.00
King County	1,000.00	1,000.00
Kinney County	1,000.00	1,000.00
Kleberg County	22,647.00	22,647.00
Knox County	1,000.00	1,000.00
La Salle County	9,329.00	9,329.00
Lamar County	21,406.00	21,406.00
Lamb County	3,099.00	3,099.00
Lampasas County	5,118.00	5,118.00
Lavaca County	4,814.00	4,814.00
Lee County	4,152.00	4,152.00
Leon County	3,734.00	3,734.00

Liberty County	60,494.00	60,494.00
Limestone County	16,879.00	16,879.00
Lipscomb County	2,663.00	2,663.00
Live Oak County	12,375.00	12,375.00
Llano County	10,856.00	10,856.00
Loving County	1,000.00	1,000.00
Lubbock County	116,394.00	116,394.00
Lynn County	1,329.00	1,329.00
Madison County	9,005.00	9,005.00
Marion County	2,306.00	2,306.00
Martin County	1,244.00	1,244.00
Mason County	1,000.00	1,000.00
Matagorda County	27,976.00	27,976.00
Maverick County	13,611.00	13,611.00
McCulloch County	1,813.00	1,813.00
McLennan County	118,386.00	118,386.00
McMullen County	1,000.00	1,000.00
Medina County	15,928.00	15,928.00
Menard County	1,000.00	1,000.00
Midland County	65,553.00	65,553.00
Milam County	23,308.00	23,308.00
Mills County	1,059.00	1,059.00
Mitchell County	2,136.00	2,136.00
Montague County	6,679.00	6,679.00
Moore County	8,946.00	8,946.00
Morris County	2,838.00	2,838.00
Motley County	1,000.00	1,000.00
Nacogdoches County	34,272.00	34,272.00
Navarro County	12,501.00	12,501.00
Newton County	4,829.00	4,829.00
Nolan County	5,426.00	5,426.00
Ochiltree County	2,379.00	2,379.00
Oldham County	1,000.00	1,000.00
Orange County	31,366.00	31,366.00
Palo Pinto County	12,499.00	12,499.00
Panola County	13,023.00	13,023.00
Parker County	60,384.00	60,384.00
Parmer County	2,344.00	2,344.00
Pecos County	7,482.00	7,482.00
Polk County	19,652.00	19,652.00
Potter County	70,757.00	70,757.00
Presidio County	1,456.00	1,456.00
Rains County	4,826.00	4,826.00
Randall County	64,419.00	64,419.00
Reagan County	1,000.00	1,000.00
Real County	2,592.00	2,592.00

Red River County	4,689.00	4,689.00
Reeves County	5,440.00	5,440.00
Refugio County	1,601.00	1,601.00
Roberts County	1,000.00	1,000.00
Robertson County	5,902.00	5,902.00
Rockwall County	32,833.00	32,833.00
Runnels County	2,352.00	2,352.00
Rusk County	21,902.00	21,902.00
Sabine County	4,287.00	4,287.00
San Augustine County	20,966.00	20,966.00
San Jacinto County	16,090.00	16,090.00
San Patricio County	40,844.00	40,844.00
San Saba County	11,043.00	11,043.00
Schleicher County	1,000.00	1,000.00
Scurry County	4,022.00	4,022.00
Shackelford County	1,000.00	1,000.00
Shelby County	24,770.00	24,770.00
Sherman County	1,000.00	1,000.00
Smith County	98,170.00	98,170.00
Somervell County	2,187.00	2,187.00
Starr County	38,896.00	38,896.00
Stephens County	4,098.00	4,098.00
Sterling County	1,000.00	1,000.00
Stonewall County	1,000.00	1,000.00
Sutton County	1,000.00	1,000.00
Swisher County	3,592.00	3,592.00
Taylor County	53,383.00	53,383.00
Terrell County	1,000.00	1,000.00
Terry County	4,747.00	4,747.00
Throckmorton County	1,000.00	1,000.00
Titus County	7,382.00	7,382.00
Tom Green County	65,299.00	65,299.00
Trinity County	3,231.00	3,231.00
Tyler County	14,385.00	14,385.00
Upshur County	24,958.00	24,958.00
Upton County	2,722.00	2,722.00
Uvalde County	11,644.00	11,644.00
Val Verde County	15,177.00	15,177.00
Van Zandt County	19,953.00	19,953.00
Victoria County	38,550.00	38,550.00
Walker County	25,895.00	25,895.00
Waller County	21,237.00	21,237.00
Ward County	4,702.00	4,702.00
Washington County	25,933.00	25,933.00
Webb County	109,927.00	109,927.00
Wharton County	28,890.00	28,890.00

Wheeler County	3,122.00	3,122.00
Wichita County	73,328.00	73,328.00
Wilbarger County	3,061.00	3,061.00
Willacy County	8,663.00	8,663.00
Wilson County	15,692.00	15,692.00
Winkler County	1,851.00	1,851.00
Wise County	27,922.00	27,922.00
Wood County	18,269.00	18,269.00
Yoakum County	3,764.00	3,764.00
Young County	11,990.00	11,990.00
Zapata County	3,299.00	3,299.00
Zavala County	2,297.00	2,297.00

APPLICATION FOR APPOINTMENT OF LEGAL COUNSEL
FROM THE REGIONAL PUBLIC DEFENDER'S OFFICE

Date:_____

As the District Judge for the _____ District Court, I am requesting the appointment of the Regional Public Defender's Office as legal counsel for: _____, Defendant, in the following criminal case pending before this Court:

State of Texas v. _____;

Cause No. (if available) and/or Warrant No.: _____;

and by submitting this application further certify as follows:

- _____ County is a participating county in the Regional Public Defender's Office Program.
- This case has been on the Court's docket for six (6) months or less.
- The Defendant has been certified as indigent, is charged with a capital criminal offense and is eligible to receive the death penalty and otherwise qualifies under the Regional Public Defender's Office Program.
- This appointment is in compliance with the County's Indigent Defense Policy (if any) and this appointment would comply with all applicable procedures.
- I understand that if any of the above requirements are not met, the RPDO may, per the terms of the interlocal agreement entered into between _____ County and the RPDO, deny this application and refuse the appointment to this case.

_____
Honorable Judge
(Printed Name):_____

_____ District Court

_____ County, Texas

Received by the RPDO on _____(Date) by _____(Name)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*25.

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

Consideration for authorization to issue formal solicitations for a wheeled loader submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 12:43 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

RE: Request to Issue Formal Solicitation –FY2026 Equipment
Galveston County Road & Bridge Department

Gentlemen,

It is requested that the Commissioners' Court grant authorization to issue formal solicitations to request sealed bids for the following equipment for the Galveston County Road & Bridge Department:

- **Wheeled Loader**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Zach Smith, Assistant Road Administrator/O:281-534-4152

Date: September 26,2025

To: Veronica Van Horn, Interim Purchasing Agent

From: Zach Smith, Road Administrator

CC: Erin Quiroga, Assistant Purchasing Agent
Tammy Dickey, Administrative Assistant

RE: **Loader**

The Road and Bridge Department requests to advertise a competitive bid for the purchase of a Loader that will help continue exceptional road maintenance.

The purchase request has been approved in the FY26 budget up to $247,000 with account 2301 312120 5700000.

We appreciate your consideration of this request.

V/R,

Zach Smith
Road Administrator
5115 HWY 3
Dickinson, TX 77539
O-281-534-4152
C-409-682-2650

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*26.

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

Consideration for authorization to extend the contract for RFP #B241012 Miscellaneous Asphalt Paving submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 4:41 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

Re: RFP #B241012, Miscellaneous Asphalt Paving Contract #CM24083

Gentlemen,

The contract associated with ITB #B241012, Miscellaneous Asphalt Paving, is scheduled for its second extension on January 22, 2026. The contracted vendor for this service is Lucas Construction Co., Inc.

The Road Administrator has agreed to the price increase requested by the vendor.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Fleming, Melissa
Sent: Monday, September 29, 2025 11:24 AM
To: Dickey, Tammy
Subject: FW: B241012 - Miscellaneous Asphalt Paving - CM24083
Attachments: B241012 - Miscellaneous Asphalt Paving Renewal.pdf

Hi Tammy,

This is for B241012 - Miscellaneous Asphalt Paving.

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

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From: Smith, Zachary <Zachary.Smith@co.galveston.tx.us>
Sent: Wednesday, September 24, 2025 10:37 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>; Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Cc: Richardson, Walter <Walter.Richardson@co.galveston.tx.us>; Ford, Kenneth <Kenneth.Ford@galvestoncountytx.gov>
Subject: RE: B241012 - Miscellaneous Asphalt Paving - CM24083

Melissa,
The proposed price increase will be acceptable.

V/R,

Zachary Smith
Road Administrator
5115 Hwy 3

Dickinson TX, 775539
O-281-534-4152
C-409-682-2650

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Wednesday, September 24, 2025 10:11 AM
To: Smith, Zachary <Zachary.Smith@co.galveston.tx.us>; Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Cc: Richardson, Walter <Walter.Richardson@co.galveston.tx.us>; Ford, Kenneth <Kenneth.Ford@galvestoncountytx.gov>
Subject: RE: B241012 - Miscellaneous Asphalt Paving - CM24083

Hello Zach,

Please review the attached email and kindly advise if you to accept the price increase offered in the reply. If so, I will ask the supplier to send over a price increase letter and the signed extension letter that is required for Court.

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: Smith, Zachary <Zachary.Smith@co.galveston.tx.us>
Sent: Wednesday, September 24, 2025 10:03 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>; Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Cc: Richardson, Walter <Walter.Richardson@co.galveston.tx.us>; Ford, Kenneth <Kenneth.Ford@galvestoncountytx.gov>
Subject: RE: B241012 - Miscellaneous Asphalt Paving - CM24083

Melissa,
Yes, we want to offer the extension.

V/R,
Zachary Smith
Road Administrator

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM 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, September 24, 2025

LUCAS CONSTRUCTION CO INC
551 W. LEAGUE CITY PARKWAY
SUITE C
LEAGUE CITY, TX 77573

RE: SOLICITATION NAME: Miscellaneous Asphalt Paving
Contract # CM24083/ Bid # B241012

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: CM24083
- Bid Number: B241012
- Solicitation Name: Miscellaneous Asphalt Paving
- Extension Period: 01/22/2026 – 01/21/2027

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)

Vice President
TITLE

DATE 9/24/2025

LUCAS
CONSTRUCTION CO INC.

September 29, 2025
County of Galveston
722 Moody Ave
Galveston, TX 77550
Attn: Melissa Fleming

Re: B241012 Letter of Price Increase

Dear Ms. Fleming,

Due to the rising costs in the construction industry including materials, labor, insurance, and equipment needs, we are sorry to inform you of a price increase request of $7.00/TON related to the aforementioned project. We respectfully request this price increase be applied to the renewal contract related to Bid #B241012 to result in a revised unit price of $152/TON. We hope to continue providing these services to the County of Galveston. Please feel free to reach me anytime on my cell number at 832-671-2374 or our office number at 281-316-9990.

Respectfully,

Jimmy McGinnis

Jimmy McGinnis
Vice President
Lucas Construction Company, Inc.

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

Table of Contents

A. PURPOSE 2
B. EXCEPTIONS TO BID CONDITIONS 2
C. PROCUREMENT TIMELINE 2
D. SUBMISION INSTRUCTIONS 3
E. BID/PROPOSAL GUARANTEE 3
F. PERFORMANCE AND PAYMENT BONDS 3
G. BEST AND FINAL OFFERS (BAFO) 3
H. PERSONNEL TO CONTACT 3
I. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 4
J. REQUIREMENTS OF REQUEST FOR PROPOSAL 5
K. REQUIRED RESPONDENT INFORMATION 5
L. SPECIFICATIONS 5
M. SUMMARY OF WORK 6
M. COST 7
N. INSURANCE REQUIREMENTS 7
N. AWARD CRITERIA 9
O. GALVESTON COUNTY ROADS GROUPED BY AREA 10
P. REQUIRED DOCUMENTS CHECKLIST 18

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
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 with respect to the subject matter of the Bid and Resultant Contract Agreement, and supersedes the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

A. PURPOSE

Galveston County is seeking a contractor to overlay 2" (compacted) of new Hot Mix Asphalt Pavement surface course on various county roads during Fiscal Year 2024 (October 1, 2023 thru September 30, 2024). The estimated volume is 7,400 tons of placed HMAC.

Prior to the overlay, the county road will mill the existing pavement, stabilize and compact the base, repair all base failures, and apply a single course seal coat.

B. EXCEPTIONS TO BID CONDITIONS

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

C. PROCUREMENT TIMELINE

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

Advertise RFP (first date of publication)	Wednesday, November 15, 2023
Advertise RFP (second date of publication)	Wednesday, November 22, 2023
Questions Deadline	**Thursday, November, 30, 2023 by 5:00 PM**
RFP Bid Opening	**Thursday, December 14, 2023 at 2:00 PM**

Virtual Bid Opening:
Interested parties can attend the 2:00 PM, Thursday, December 14, 2023 bid opening virtually.

Join from the meeting link:
https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m1ad86fe886f1c2acdc6c3e6b76d1e987

Join by meeting number
Meeting number (access code): 2493 380 4047
Meeting password: B241012 (2241012 from video systems)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24933804047## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

Join from a video system or application
Dial 24933804047@galvestoncountytx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

D. SUBMISION INSTRUCTIONS

One (1) unbound original and two (2) copies of the requested bid submittals must be submitted no later than **2:00 PM CST** on **Thursday, December 14, 2023 to:**

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

The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. 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/PROPOSAL GUARANTEE

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

F. PERFORMANCE AND PAYMENT BONDS

Performance and Payment bonds **may be a** requirement of this solicitation

G. BEST AND FINAL OFFERS (BAFO)

The Best and Final Offer process ***is*** applicable to this solicitation.

H. PERSONNEL TO CONTACT

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

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

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

Proposers must e-mail their inquiries (with the subject line "**MISCELLANEOUS ASPHALT PAVING – RFP B241012 - Questions**) for additional information and/or clarification to the address listed above. The request must include the proposer's name and the RFP number and title. *Any request for additional information or clarification must be received in writing* ***no later than ten (10) calendar days prior to the bid due date.*** Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means.

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

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

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

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

I. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT

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

Lee Crowder,
Road & Bridge 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

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

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.

J. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) single-sided original and two (2) 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.

K. REQUIRED RESPONDENT INFORMATION

Respondent must provide satisfactory evidence of its ability to provide an adequate inventory of equipment, timely deliveries, and the ability to repair or replace equipment in a timely manner. The Respondent must provide a written statement response for the following information:

- **Response Time from Notice to Proceed**
  Provide the estimated number of days to respond to estimated work after a notice to proceed.

- **Inventory**
  List the number of pieces of equipment contractor owns related to the above work. Include number, make, model, and weight of laydown machines, double drum rollers, pneumatic rollers,

- **Staff and Craftsmen**
  Provide the companies rooster of trained staff and tradesmen available for above work. Include the years of experience of Project Manager, Superintendent, and all paving specialists.

- **References**
  Provide list of any past work with Galveston County, a list of five most recent jobs for government agencies, and a list of the five most recent private jobs.

L. SPECIFICATIONS

NOTE: The Specifications referenced in Bid Proposal for TXDOT are included in https://ftp.txdot.gov/pub/txdot-info/cmd/cserve/specs/2014/standard/specbook-2014.pdf. These TXDOT Specifications are not included in this project and are Incorporated herein by reference for all purposes as if set out verbatim.

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

M. SUMMARY OF WORK

I. Related Documents

a) Drawings and general provisions of the contract, including General and Supplementary Conditions and other Specifications Sections, maps of owner identified work zones, apply to this Section.

II. Work Covered by Contract Documents

a) The work included in the project will be authorized by multiple notice to proceed (NTP) issued in writing by the Owner, the various county roads will be ready for work and grouped in close proximity to each other. The Contractor shall have ten (10) calendar days to commence work upon issuance of the NTP. The contract duration time for Contractor to obtain substantial completion of each NTP is sixty (60) calendar days.

b) The work includes BROOM CLEAN SURFACE AND APPLY AN EMULSIFIED MEDIUM OR RAPID SET TACK COAT. INSTALL 2.0" LIFT OF HMAC TYPE D, GR A OR B, PG 64-22 PER TXDOT ITEM 340 Pavement. Width of new pavement to match existing milled or prepared surface, existing surfaces varies between 17-20 feet in width. New Pavement will match intersecting drives and cross streets.

c) PROVIDE NUCLEAR GAUGE TESTING TO ESTABLISH ROLLING PATTERNS PER TEX 207-F, PART IV TO ACHIEVE MAXIMUM COMPACTION (92 -97% density) and SET ROLLING PATTERNS to achieve uniformly compacted mat and density.

d) The Contractor will provide a smooth sloped transition for all transverse joints at the completion of each day of paving. The sloped transition will be removed prior to the start of the next day of paving and replace with a 90-degree butt joint.

e) The contractor will bevel the edge of pavement for each transition to a gravel driveway access, and match concrete/asphalt drives within 12" of the edge of mat. The contractor will not be required to saw cut driveway extending past the edge of mat. The contractor will pave over and bevel concrete drives extending past the edge of mat.

f) REMOVE ALL EXCESIVE and WASTE MATERIALS FROM PROJECT AREA.

g) Galveston County reserves the right to reject any and all bids and to waive informalities in bids received. The award shall be based and made to the lowest responsible bidder based on a comparison of the Total Base Bid Amounts.

h) The Contractor shall appoint a superintendent for this project, the Superintendent shall be avaible at all time.

i) The Contractor will provide a work schedule prior to the NTP being issued. Schedule will meet the county's expectation of the most expedient production and placement of HMAC material.

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

j) Owner for the Project is Galveston County Road and Bridge Department, 5115 Hwy 3, Dickinson, TX 77539.

III. Work Sequence

a) Contractor shall notify Project Manager, Zach Smith at 409-682-2650 at least 48 hours prior to any construction commencing.

b) Contractor shall coordinate construction, road closures and or detours with appropriate Emergency Response, Postal, Utilities and Transportation Department for the I.S.D.

IV. Contractor Use of Premises

a) Use of the Site. Contractor shall confine construction operations to areas within contract limits indicated or as coordinated with the Owner. Do not disturb portions of the site beyond the areas in which the work is indicated.

b) Owner Occupancy. Allow for Property owner accessibility and maintain traffic as required by the sequence of construction. Keep driveways, entrances and streets near the project area clear and available to traffic at all times. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site. Within the construction zone, notify residents within 24 hrs. of any expected access delays.

c) Contractor shall be responsible for traffic control in accordance with Texas Manual for Uniform Traffic Control Devices

d) Contractor is responsible to make the arrangements for staging and securing construction equipment and supplies on or near the jobsite.

e) Contractor shall maintain access to driveways at all times during construction.

M. COST

Any unit prices submitted by the responder shall include all costs to the County, including all materials, management, operators, tools, supplies, delivery, current freight rate, applicable state tax, or any other cost. Measurement and payments shall be per TON of HMAC placed in the specified areas.

N. INSURANCE REQUIREMENTS

Qualified Vendors performing work or providing services at or on any County owned facility and/or property are required to maintain the following insurance:

- A policy of third-party 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 provision ensuring the public from any loss or damage that may arise to any person or property by reason of services rendered by the

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

vendor and providing that the amount by reason of services limits shall be not less than the following sums:

- for damages arising out of bodily injury to or death of one person in any one accident:
- $100,000.00 Dollars;
- for damages arising out of bodily injury to or death of two or more persons in any one accident:
- $300,000.00 Dollars; and,
- for any injury to or destruction of property in any one accident:
  $100,000.00 Dollars.

- Workers' Compensation Insurance Policy 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. Alternatively, Vendors may establish a self-insurance program and, utilizing the services of a third-party administrator, self- insure against Workers Compensation claims as is permitted by the Texas Workers Compensation Commission. However, Vendors may not elect to "go bare" for Workers Compensation purposes.

All policies and/or Certificates of Insurance, with the exception of Workers Compensation, shall include the County of Galveston as an additional named insured.
Current insurance Certificates certifying that such policies as specified above are in full force and effect must be furnished by Vendors to the Purchasing Department prior to the Vendor being permitted to perform work or to provide services. In the case of Workers Compensation, a letter certifying that the Vendor is self-insured will suffice.

On occasion, other forms of insurance and additional requirements may be required of Vendors as a condition of performing work or providing services. Such additional requirements will be found in the County's advertisement for bids or Request for Bids. All vendors are required to familiarize themselves with any additional insurance requirements that may be contained in any such bid or Bid package.

The remainder of this page intentionally left blank

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

N. AWARD CRITERIA

The selection process will be based on the response to this Request for Proposal and anyinterviews required to verify the ability of proposers to provide services.

- **Cost:** **30%**
  Cost from price sheet for various types of concrete placement services.
- **Response time from Notice to Proceed** **20%**
  Estimated time to mobilize equipment and begin work from NTP.
- **Performance** **30%**
  Ability of proposer to have adequate inventory of equipment, stated number of qualified trained craftsmen performance with Galveston County.
- **References** **20%**
  List equivalent past work for government agencies. Provide a list of private work completed in the last year.

The remainder of this page intentionally left blank.

SPECIAL PROVISIONS
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

O. GALVESTON COUNTY ROADS GROUPED BY AREA

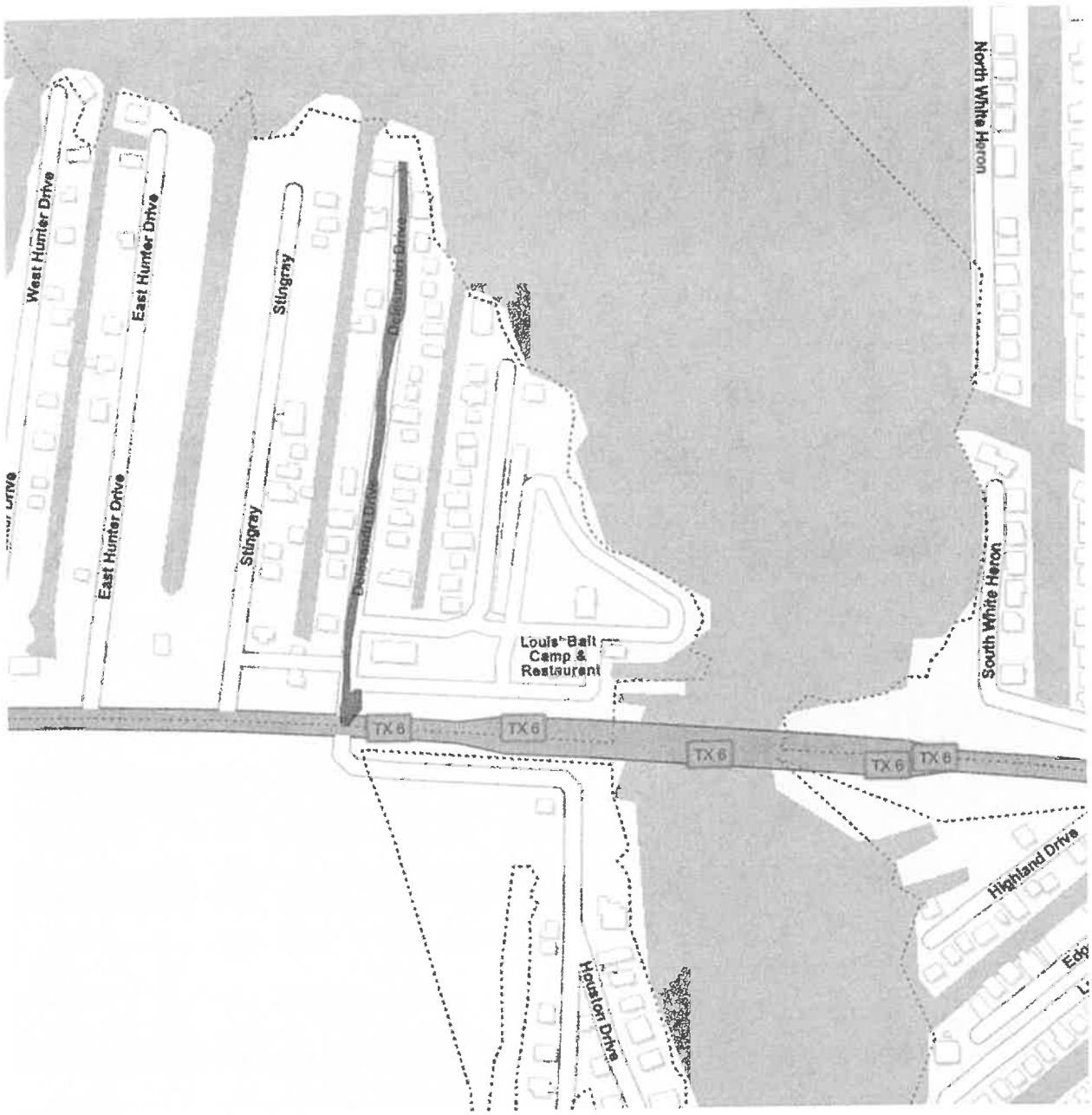
Local Map



SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

Local Map



SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

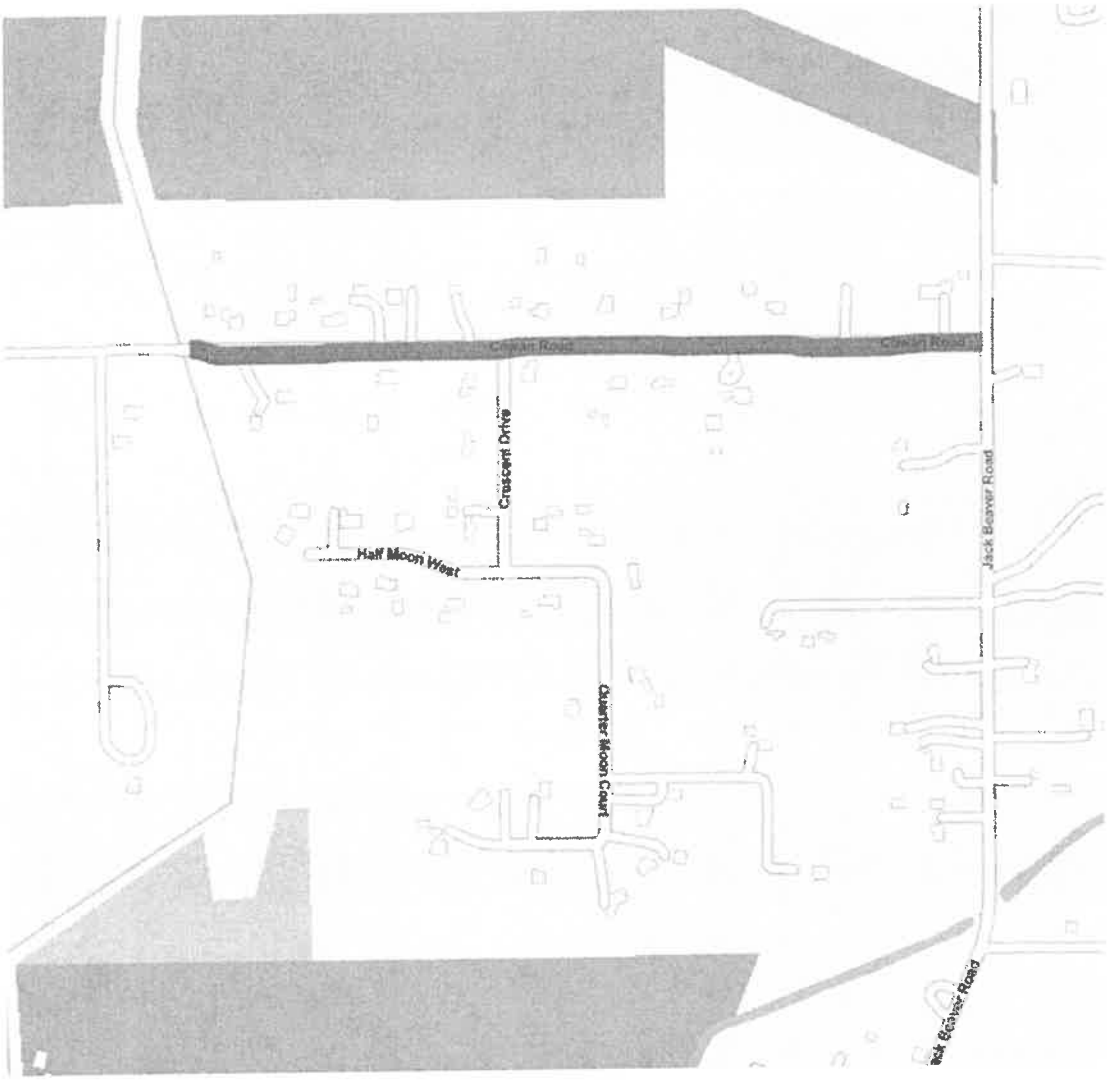
Local Map



SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

Local Map



SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

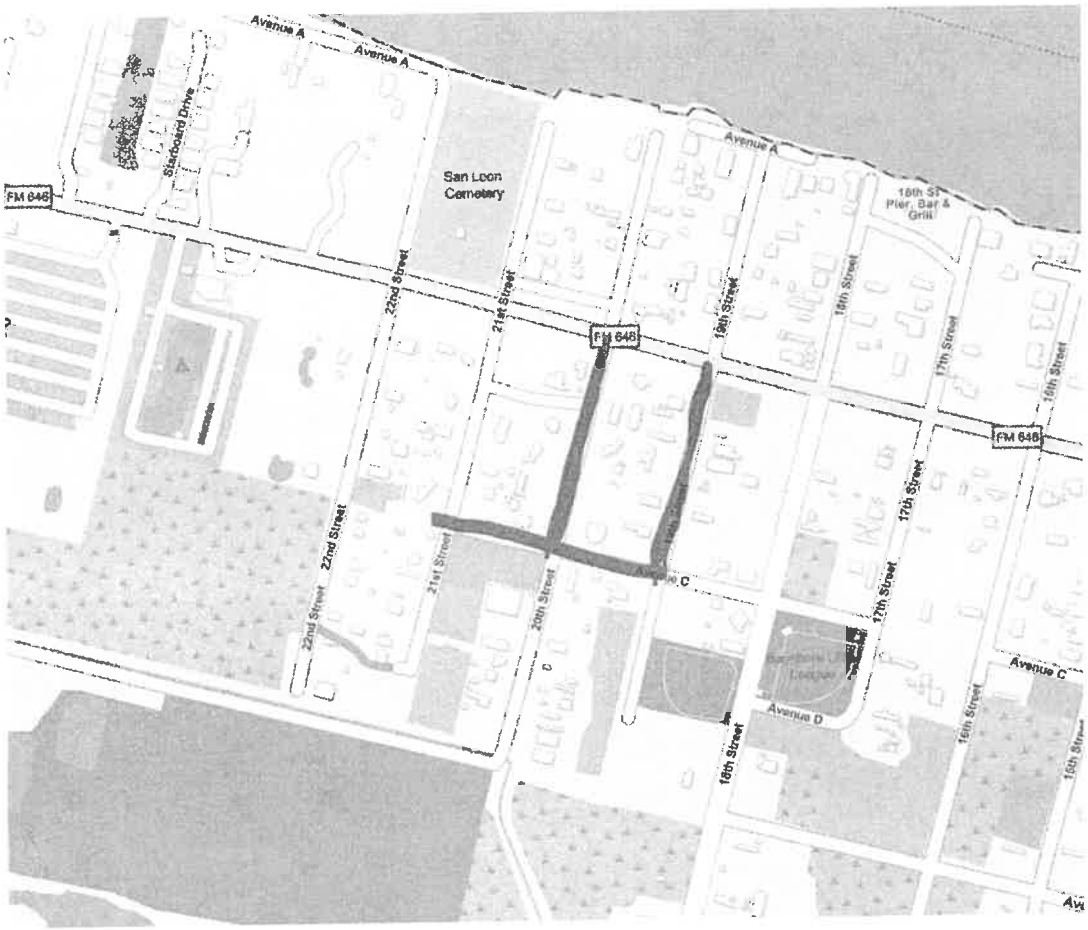
Local Map



SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

Local Map



SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

Local Map



SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

Local Map



End of Special Provisions Section

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
MISCELLANEOUS ASPHALT PAVING
GALVESTON COUNTY, TEXAS

P. 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	_____
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. Line Item Pricing Sheet	_____
12. Contract - Three (3) Copies	_____

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: _____

LINE ITEM DETAIL

MISCELLANEOUS ASPHALT PAVING

GALVESTON COUNTY, TEXAS

BID #: B241012
OPEN: 12/14/2023
2:00PM

VENDOR

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96100	MISCELLANEOUS ASPHALT PAVING	1	TN	_____	$_____	$_____

Extended Price Total of all Items: $_____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*27.

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

Consideration for authorization to extend the contract for ITB 24-016 Corrugated Polyethylene & Polypropylene Pipe for Culverts submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 3:44 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

Re: ITB 24-016 Corrugated Polyethylene and Polypropylene Pipe for Culverts CM24321

Gentlemen,

The contract associated with ITB 24-016 Corrugated Polyethylene and Polypropylene Pipe for Culverts, is scheduled for its first extension on December 21, 2025. The contracted vendor for this service is Core & Main, L.P.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Fleming, Melissa
Sent: Monday, September 29, 2025 2:46 PM
To: Dickey, Tammy
Subject: FW: Bid 24-016 - Corrugated Polyethylene and Polypropylene Pipe - CM24321
Attachments: Document_250930_023928.pdf

Hi Tammy,

This is for 24-016, Corrugated Polyethylene and Polypropylene Pipe.

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

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From: Smith, Zachary <Zachary.Smith@co.galveston.tx.us>
Sent: Thursday, September 11, 2025 10:25 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>; Comeaux, William <William.Comeaux@co.galveston.tx.us>
Subject: Re: Bid 24-016 - Corrugated Polyethylene and Polypropylene Pipe - CM24321

Melissa,
Yes, our Department requests an extension.

V/R,
Zach Smith

Get Outlook for iOS

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Thursday, September 11, 2025 9:19:46 AM
To: Comeaux, William <William.Comeaux@co.galveston.tx.us>; Smith, Zachary <Zachary.Smith@co.galveston.tx.us>
Subject: RE: Bid 24-016 - Corrugated Polyethylene and Polypropylene Pipe - CM24321

THE COUNTY OF GALVESTON

VERONICA VAN HORN
INTERIM PURCHASING AGENT

ERIN QUIROGA, MBA, CPPB
ASSISTANT PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

Monday, September 29, 2025

CORE & MAIN LP
1830 CRAIG PARK COURT
SAINT LOUIS, MO 63146

RE: SOLICITATION NAME: Corrugated Polyethylene and Polypropylene Pipe
Contract # CM24321 / Bid #24-016

Good day,

The resultant contract listed below is eligible for the first extension period and requires a response from your company to initiate the next contractual period.

- Contract Number: CM24321
- Bid Number: 24-016
- Solicitation Name: Corrugated Polyethylene and Polypropylene Pipe
- Extension Period: 12/21/2025 – 12/20/2026

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

Dalton Hale
ACCEPTED BY (signature)

Operations Manager
TITLE

DATE 9-29-25

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

A. PURPOSE....2
B. EXCEPTIONS TO BID CONDITIONS....2
C. PROCUREMENT TIMELINE....2
D. SUBMISSION INSTRUCTIONS....3
E. BID SURETY....4
F. PERFORMANCE AND PAYMENT BONDS....4
G. BEST AND FINAL OFFERS (BAFO)....4
H. DAVIS-BACON WAGE RATES....4
I. PERSONNEL TO CONTACT....4
J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT....5
K. REQUIREMENTS OF INVITATION TO BID....5
L. INSURANCE....5
M. SCOPE OF WORK....6
N. POINTS OF DELIVERY....8
O. ORDERING AND PAYMENTS....8
P. AWARDED PRICES....8
Q. INVOICES....8
R. REQUIRED DOCUMENTS CHECKLIST....10

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

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 Corrugated Polyethylene and Polypropylene Pipe for Culverts for use by the Galveston County Road and Bridge Department.

B. EXCEPTIONS TO BID CONDITIONS

The Bidder will list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet will be labeled, "Exceptions to Bid Conditions", and will be attached to the Bid submittal.

If no 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.

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)	Thursday, September 26, 2024
Advertise Solicitation (second date of publication)	Thursday, October 3, 2024
Questions Deadline	**Wednesday, October 9, 2024 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Tuesday, October 24, 2024 at 2:00 PM CST**

Interested parties may attend the Thursday, October 24, 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=mcdd6de5baa4e19fed7433b9e3fde8b30

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

Join by meeting number
Meeting number (access code): 2481 770 1228
Meeting password: 24-016 (240016 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24817701228## US Toll

Join by phone
+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24817701228@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, 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 original and two (2) copies of the requested bid submittals must be submitted no later than **2:00 PM CST**, on **Thursday, October 24, 2024 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. 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.

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

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.

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 "**Corrugated Polyethylene and Polypropylene Pipe for Culverts– ITB 24-016– 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

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

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.

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:

Lee Crowder
Road & Bridge Administrator
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, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) unbound single- sided original and two (2) single sided hard copies of its response, to the Purchasing Agent on or before the submission deadline specified herein. Font size no smaller than font size 11. Except that organizational charts, other graphics, and footers may be as small as font size 9.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. 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.

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

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.

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.

M. SCOPE OF WORK

Corrugated polyethylene pipe is intended for surface and sub-surface drainage applications where soil or stabilized back fill material provides support to its flexible walls. Its major use will be to collect or convey drainage water by gravity flow, such as culverts, storm drains, etc.

1. **High Density Polyethylene (HDPE) Pipe**
   a) **General.** Provide high density polyethylene pipe and fittings meeting the requirements in AASHTO M 294.

   b) **Raw Materials.** Provide HDPE pipes and fittings manufactured from virgin polyethylene (PE) compounds, conforming to the requirements of cell class 335400C as defined and described in ASTM D 3350, except that the maximum allowable carbon black content is 4%. Use PE compound meeting the environmental stress crack resistance according to the NCLS test set forth in AASHTO M 294.

   c) **Designation of Type**. For HDPE pipes used in gravity flow drainage applications, use Type S (outer corrugated wall with smooth inner liner)

   d) **Section Properties.** The minimum wall thickness of the inner walls of Type S pipe is specified in Section 7.2.2 of AASHTTO M 294. The pipe stiffness oat 5% deflection, when determined in accordance with ASTM D 2412, is specified in Section 7.4 of AASHTO M294.

   e) **Pipe Dimensions.** The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Nominal diameters will be 12'', 15'', 18'', 24'',30'',36'',42'', and 48''. The length will be 20 foot joints.

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

2. **Polypropylene Pipe (PE Pipe)**
   a) **General.** Provides polypropylene pipe and fittings meeting the requirements of AASHTO M330.

   b) **Raw Materials**. Provide polypropylene compounds used to manufacture the pipe and fittings that meet the minimum properties in Section 6.1.1 of AASHTO M330.

   c) **Designation Type**: For polypropylene pipes used gravity flow drainage applications use Type S (outer corrugated wall with smooth inner liner)

   d) **Section Properties**. Provide the minimum wall thickness of the inner walls for Type S pipe that meet the requirements in Section 7.2.2 of AASHTO M330. The pipe stiffness at 5% deflection will meet the requirements in Section 7.4 of AASHTO M330.

   e) **Pipe Dimensions**. The nominal size for the pipe and fittings is based no the nominal inside diameter of the pipe. Nominal diameters will be 12'',15'',18'',24'',30'',36'',42'',48'',60'' and 72''. The length will be 20 foot joints.

3. **Testing**. Ensure the manufacturer performs the appropriate test procedures on representative samples of each type of pipe furnished, and verifies that the pipe complies with the specifications. Submit a certificate of compliance to the Engineer for review and approval. Provide a certificate including the following information; manufacturing plant, date of manufacture, pipe unit mass, material distribution, pipe dimensions, water inlet area, pipe stiffness, pipe flattening, brittleness, ASTM resin cell classification, and workmanship.

4. **Inspection**. The quality of materials, the process of manufacture, and the finished pipe will be subject to inspection and approved by the Engineer at the manufacturing plant. In addition, the finished pipe will be subject to further random inspection by the Engineer at the project site before and during installation.

5. **Marketing**. Furnish pipe clearly marked at the maximum 12 ft. intervals and clearly mark fittings and couplings as follows:
   a) Manufacturer's name or trademark

   b) Nominal size

   c) Specification designation (e.g. AASHTO M 294, AASHTO M330)

   d) Plant designation code, and

   e) Date of manufacture

6. **Joints**. Install the joints so that the connection of the pipe sections forms a continuous line free from irregularities in the flow line.
   a) Suitable joints are the following:
      i. Integral Bell and Spigot. Ensure the bell overlaps a minimum of 2 corrugations of the spigot and when full engaged. Ensure the spigot has an O-ring gasket that meets ASTM F 477.
      ii. Exterior Bell and Spigot. Fully weld the bell to the exterior of the pipe and overlap the spigot end so that the flow lines and ends match when fully engaged. Provide the spigot end with an O-ring gasket that meets ASTM F 477.

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

b) Joint type definitions are the following:
   i. Soil tight Joints. Joints meeting the soil tightness definition in accordance with AASHTO Standard Specifications for Highway Bridges, Section 26.4.2.4

N. POINTS OF DELIVERY

Delivery shall be made to the three (3) Galveston County Road and Drainage locations listed below:

Location 1: **920 Noble Carl Rd**
Crystal Beach, TX 77650

Location 2: **11730 Highway 6**
Santa Fe, TX 77510

Location 3: **1500 TX-146**
San Leon, TX 77539

There should be no restrictions on quantity ordered, and a sufficient supply should be kept avaible as to insure prompt delivery. Galveston County anticipates expenditures to exceed $20,000.00 per year. However, the County does not guarantee any minimum amounts, and will pay only for items actually ordered and delivered.

O. ORDERING AND PAYMENTS

Pipe shall be ordered by the 20' joint of the desired diameter. Payment on pipe will be made by linear feet delivered to the above locations.

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. AWARDED PRICES

Any unit prices submitted by the Bidder 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 the letters of patent or copyright, the Awardee shall indemnify and save harmless the County, its officers, agents and employees from any and all claims of 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.

Q. 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

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

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.

SPECIAL PROVISIONS

INVITATION TO BID
CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

R. 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	_____
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 Sheet	_____
13. Line-Item Detail Sheet	_____
14. Three (3) signed contracts (attached in this bid packet)	_____

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: _____

LINE ITEM DETAIL

CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIP

GALVESTON COUNTY, TEXAS

BID #: 24-016
OPEN: 10/24/2024
2:00PM

VENDOR

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	96100	12" CORRUGATED POLYETHYLENE PIPE	1	LF	_____	$_____	$_____
0002	96100	12" CORRUGATED POLYPROPYLENE PIPE	1	LF	_____	$_____	$_____
0003	96100	15" CORRUGATED POLYETHYLENE PIPE	1	LF	_____	$_____	$_____
0004	96100	15 CORRUGATED POLYPROPYLENE PIPE	1	LF	_____	$_____	$_____
0005	96100	18" CORRUGATED POLYETHYLENE PIPE	1	LF	_____	$_____	$_____
0006	96100	18" CORRUGATED POLYPROPYLENE PIPE	1	LF	_____	$_____	$_____

LINE ITEM DETAIL

CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIP

GALVESTON COUNTY, TEXAS

BID #: 24-016
OPEN: 10/24/2024
2:00PM

VENDOR

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0007	96100	24" CORRUGATED POLYETHYLENE PIPE	1	LF		$	$
0008	96100	24" CORRUGATED POLYPROPYLENE PIPE	1	LF		$	$
0009	96100	30" CORRUGATED POLYETHYLENE PIPE	1	LF		$	$
0010	96100	30" CORRUGATED POLYPROPYLENE PIPE	1	LF		$	$
0011	96100	36" CORRUGATED POLYETHYLENE PIPE	1	LF		$	$
0012	96100	36" CORRUGATED POLYPROPYLENE PIPE	1	LF		$	$

LINE ITEM DETAIL

CORRUGATED POLYETHYLENE AND POLYPROPYLENE PIP

GALVESTON COUNTY, TEXAS

BID #: 24-016
OPEN: 10/24/2024
2:00PM

VENDOR

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0013	96100	42" CORRUGATED POLYETHYLENE PIPE	1	LF	_____	$_____	$_____
0014	96100	42" CORRUGATED POLYPROPYLENE PIPE	1	LF	_____	$_____	$_____
0015	96100	48" CORRUGATED POLYETHYLENE PIPE	1	LF	_____	$_____	$_____
0016	96100	48" CORRUGATED POLYPROPYLENE PIPE	1	LF	_____	$_____	$_____
0017	96100	60" CORRUGATED POLYETHYLENE PIPE	1	LF	_____	$_____	$_____
0018	96100	72" CORRUGATED POLYETHYLENE PIPE	1	LF	_____	$_____	$_____

Extended Price Total of all Items: $_____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*28.

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

Consideration for authorization to extend the contract for ITB #B212038 Newspaper Publication of Legal Notices submitted by the Purchasing Agent

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 1:16 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHSING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

Re: ITB #B212038, Newspaper Publication of Legal Notices Contract #CM20410

Gentlemen,

The contract associated with ITB #B212038, Newspaper Publication of Legal Notices is scheduled for its second extension on January 10, 2026. The contracted vendor for this service is The Galveston County Daily News.

No amendments to the contract have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

Dickey, Tammy

From: Fleming, Melissa
Sent: Thursday, October 2, 2025 8:01 AM
To: Dickey, Tammy
Subject: FW: B212038 - Newspaper Publication of Legal Notices - CM20410
Attachments: [Untitled].pdf

Tammy,

This is for B212038 - Newspaper Publication of Legal Notices

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: Thursday, August 28, 2025 9:31 AM
To: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Subject: RE: B212038 - Newspaper Publication of Legal Notices - CM20410

Yes please

Veronica Van Horn
Interim Purchasing Agent/Legal Services Manager
722 Moody Ave., 5th Floor
Galveston, TX 77550
409-770-5562 Direct
veronica.vanhorn@co.galveston.tx.us

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Thursday, August 28, 2025 9:16 AM
To: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Subject: B212038 - Newspaper Publication of Legal Notices - CM20410

Hi Veronica,

I show Bid B212038 - Newspaper Publication of Legal Notices – CM20410 is due for the second (01/10/2026) extension. Do you wish to offer Galveston Newspaper Inc. this extension?

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
VERONICA VAN HORN
INTERIM PURCHASING AGENT
COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

Wednesday, October 1, 2025

GALVESTON NEWSPAPERS INC
DBA: THE GALVESTON COUNTY DAILY NEWS
8522 TEICHMAN ROAD
GALVESTON, TX 77554

RE: SOLICITATION NAME: Newspaper Publication of Legal Notices
Contract # CM20410 / Bid # B212038

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: CM20410
- Bid Number: B212038
- Solicitation Name: Newspaper Publication of Legal Notices
- Extension Period: 01/10/2026 – 01/09/2027

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)

General Manager
TITLE

DATE 10-1-25

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

The Special Provisions and the General Provisions of this Invitation to Bid and the Exhibits attached hereto are made a part of the agreement between the Parties. In the event of a conflict between the General Provisions and the Special Provisions, the terms of the Special Provisions shall control.

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/.**

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://galvestoncountytx.bonfirehub.com/portal/?tab=login

There is no cost to register as a vendor. For more detailed clarification and information on how to register and submit your bids and proposals through Bonfire, click on the video link below:

Submission Video: https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission-

A. PURPOSE:
It is the intent of Galveston County to contract with one (1) or more newspapers to publish legal notices and other advertisements as specified herein and meets the requirements of Section 2051.044 of the Texas Government Code. ***The Questionnaire section at the end of this solicitation document must be completed and returned with bid submittal.***

B. BID GUARANTEE:
A bid bond is not a requirement of this solicitation request.

C. PERFORMANCE AND PAYMENT BONDS:
Performance and Payment bonds are not a requirement of this solicitation.

D. BEST AND FINAL OFFERS (BAFO):
The Best and Final Offer process is not applicable to this solicitation.

E. INSURANCE REQUIREMENTS:
Qualified Vendors performing work or providing services at or on any County owned facility and/or property are required to maintain the following insurance:

- a policy of third party 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 provision insuring the public from

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

any loss or damage that may arise to any person or property by reason of services rendered by the vendor and providing that the amount by reason of services limits shall be not less than the following sums:

a. for damages arising out of bodily injury to or death of one person in any one accident:
   $100,000.00 Dollars;
b. for damages arising out of bodily injury to or death of two or more persons in any one accident:
   $300,000.00 Dollars; and,

c. for any injury to or destruction of property in any one accident:
   $100,000.00 Dollars.

- Workers' Compensation Insurance Policy 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. Alternatively, Vendors may establish a self-insurance program and, utilizing the services of a third-party administrator, self- insure against Workers Compensation claims as is permitted by the Texas Workers Compensation Commission. Vendors may not elect to "go bare" for Workers Compensation purposes.

All policies and/or Certificates of Insurance, with the exception of Workers Compensation, shall include the County of Galveston as an additional named insured.

Current insurance Certificates certifying that such policies as specified above are in full force and effect must be furnished by Vendors to the Purchasing Department prior to the Vendor being permitted to perform work or to provide services. In the case of Workers Compensation, a letter certifying that the Vendor is self-insured will suffice.

On occasion, other forms of insurance and additional requirements may be required of Vendors as a condition of performing work or providing services. Such additional requirements will be found in the County's advertisement for bids or Request for Proposals. All vendors are required to familiarize themselves with any additional insurance requirements that may be contained in any such bid or proposal package.

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

Advertise ITB (first date of publication)	**Wednesday, September 22, 2021**
Advertise ITB (second date of publication)	**Wednesday, September 29, 2021**
Question Deadline	**Wednesday, October 6, 2021, by 5:00 p.m.**
Submission Deadline/ITB Opening	**Thursday, October 21, 2021, at 2:00 p.m.**

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

***Interested parties can attend the virtual bid opening at:**

Join Zoom Meeting
https://us04web.zoom.us/j/71870863193?pwd=OVltdlBaMXhvRTFsL0VhdnlMQzFFQT09

Meeting ID: 718 7086 3193
Passcode: B212038

G. SUBMISSION INSTRUCTIONS:
Bonfire Interactive will be utilized 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.

"Hand delivered" or "mailed-in" proposal submittals are still allowed, however, **Bidders are strongly encouraged to submit their proposals electronically online via Galveston County's e-Procurement Portal located at, https://galvestoncountytx.bonfirehub.com/.** Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox are web browsers that are proven to work well. JavaScript and browser cookies must be enabled.

Specifications can be obtained on the same e-Procurement Portal,
https://galvestoncountytx.bonfirehub.com/

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

Respondents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire's help forum at https://bonfirehub.zendesk.com/hc.

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

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

Proposers must e-mail their inquiries (with the subject line "**Newspaper Publication of Legal Notices – ITB #B212038 - Questions**) for additional information and/or clarification to the address listed above. The request must include the proposer's name and the ITB number and title. *Any request for additional information or clarification must be received in writing no later than ten (10) calendar days*

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

prior to the proposal due date. Late requests or those not delivered to the proper address may not receive a reply. Proposers shall not attempt to contact the County by any other means.

The County will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The County, at its sole discretion, may not issue a response to an ITB submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this ITB or in any written addendum to this ITB. Where there appears to be conflict between the ITB and any issued addenda, the last addendum
issued will prevail. Addenda will be posted and made available on the County's procurement web page located at http://www1.galvestoncountytx.gov/pu/Pages/OpenSolicitations.aspx

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

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

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

I. TYPE OF CONTRACT:

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

The resultant contract consists of the following documents: Invitation to Bid, General Provisions, Special Provisions, General Terms and Conditions (including specifications, drawings, and addenda), 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 primary term of the contract will commence on the date of execution of the contract and terminate three (3) years thereafter. Contractor grants to County the unilateral right to exercise two (2), one (1) year options to renew this contract. An option to renew may be exercised only if all terms and conditions, other than the contract period being extended, remain unchanged and in full force and effect. Each renewal is to be executed in the form of a Modification/Change Order to the contract extending the contract period. The County must exercise an option to renew not earlier than thirty (30) days before expiration of the contract or the renewal period and not later than the final day of the contract or the renewal period. An option to renew may not cover more than one year, and the total period of this contract, including the primary term and all extensions, may not exceed a maximum combined period of five (5) years.

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

To satisfy cost reasonableness responsibilities at the time of each 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.

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

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

K. PROGRAM ADMINISTRATION
The County's Judge's Office will designate a Program Administrator that will manage the work to be performed under the resultant contract, who for the purpose of this bid is:

Tyler Drummond
Galveston County Judge's Office
131 Pecan Dr.
League City, TX 77573

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.

L. DEFINITIONS:
Publish: To make public; to circulate; to make known to people in general. To issue; to put into circulation. An advising of the public or making known of something to the public for a purpose.

Weekly: Published once a week.

Daily: Published at least five (5) times a week.

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

M. SPECIFICATIONS:
Vendor's newspaper must comply with all applicable statutes regarding the publishing of legal notices and advertisements required by county governments in the State of Texas. In addition, the newspaper must meet the requirements of Section 2051.044, Texas Government Code:

- General circulation in Galveston County;
- Devote not less than 25 percent of your total column lineage to general interest items;
- Be published at least once each week;
- Entered as periodicals-class postal matter (formerly known as second-class postal matter) in the County where published and;
- Published regularly and continuously for at least 12 months before Galveston County publishes the notice.

N. REQUIREMENT DOCUMENTATION:
All bidders must submit, with bid, the following documentation. Failure to comply with this requirement in its entirety may result in bid disqualification.

- Current Statement of Ownership, Management and Circulation filed with the United States Postal Services.
- US Postal Service Authorization for periodicals mailing privileges.
- Circulation Data categorized by zip code for calendar year 2012.
- Initialized Special Provisions pages 12-16. (*see bottom of each page)*
-

O. LEGAL RATE OF PUBLICATION:
Texas Government Code 2051.045 Legal Rate Charged: The legal rate for publication of a notice shall be the lowest published rate for classified advertising of that newspaper.

P. INVOICES:
All invoices for publications must be accompanied by an affidavit of the publisher, under oath, that states the rate charged, certifies that the rate charged is the newspaper's lowest rate for classified advertising, and certifies the number and dates of the publication. All invoices must also be accompanied by an original clipping of the published notice.

Publications which are incorrect or incomplete due to vendor error, shall be republished in their entirety at no charge to the County, or if no longer needed, the original incorrect publication will not be invoiced nor paid.

Q. DISCLAIMER:
Galveston County reserves the right to utilize other additional publications (newspapers, etc.) when ordered by the Galveston County Commissioners' Court or directed by statute.

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

R. BID AWARD:
Awarding of contract will be made as prescribed by the County Purchasing Act, Section 262.027 Texas Local Government Code. The Galveston County Commissioners' Court may award a contract in the following manner:

- **Newspaper Published Weekly:**
  If a weekly publisher is the low bidder, the Galveston County Commissioners' Court reserves the right to award a separate contract to low bid daily publication provider for only those notices that are required by Statute to be published in a daily publication.

S. PRODUCT AVAILABILITY AND TIME OF DELIVERY:
Time of delivery and product availability are of the essence in all Galveston County supply contracts. The contracted vendor shall be required to have the stated quantities available and delivered at the requested locations at all times throughout the contractual period(s). In the event that the County has to procure the requested products or materials from another supply source due to the inability of the contracted vendor to maintain the requested quantities, the County reserves the right to procure the materials from another supply source at no penalty to the County. Furthermore, these incidents shall not constitute a breach of contract. The County reserves the right to cancel any orders, or part thereof, without obligation or penalty if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County.

T. COST:
The unit price submitted by the bidder shall include all costs to the County, including the material, delivery, current freight rate, or any other cost. Measurement and payments shall be per unit of measure listed on the bid sheet.

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

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

QUESTIONNAIRE

BIDDER SHALL COMPLETE THE FOLLOWING AND RETURN WITH SUBMITTAL:

Section 1: Newspaper Published Weekly:

1). Is newspaper published at least once a week?

Yes _____No _____

Publication Deadline: _____

2). Entered as periodicals-class postal matter (formerly known as second-class postal matter) in the county where published?

Yes _____No _____

Periodicals-Class Mailing Permit

Number: _____

3). Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?

Yes _____No _____

4). Published regularly and continuously for not less than twelve months?

Yes _____No _____

5). Legal Notice Publication Rate per Column Inch per day published:

$_____

SPECIAL PROVISIONS
NEWSPAPER PUBLICATION OF LEGAL NOTICES
GALVESTON COUNTY, TEXAS

Section 2: Newspaper Published Daily:

1). Is newspaper published at least five (5) days a week?

Yes _____ No _____

Publication Deadline: _____

2). Entered as periodicals-class postal matter (formally known as second-class postal matter) in the county where published?

Yes _____ No _____

Periodicals-Class Mailing Permit Number: _____

3). Devoting not less than twenty-five percent (25%) of total column lineage to the carrying of items of general interest?

Yes _____ No _____

4). Published regularly and continuously for not less than twelve months?

Yes _____ No _____

5). Legal Notice Publication Rate per Column Inch per day published:

$_____

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GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*29.

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:** 9/17/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Road and Bridge Department**
5) **Department Contact: Zach Smith**
6) **Description: Authorization to utilize cooperative purchase agreement in lieu of competitive bidding requirements to purchase a Gradall XL 4100**

7) **PEID No: 715709**
8) **Req No:**
9) **Orgkey: 2370 296100**
10) **Object Code: 5741000**
11) **Vendor: Associated Supply Company**
12) **Vendor Contract No: BuyBoard 685-22**

Expenditure Budget/Revenue Projections

13) **Fund Name: Flood**
14) **Fund #: 2370**
15) **Current Year Budgeted: 660,000**
16) **Current Year Projected: 629,333.26**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 9/29/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/28/2026
26) **Contract # Issued by Purchasing Department: 236494**

NOTES: HB1295 Not Required

Approval History

Seq #	Approver	Action	Action Date
1	Zachary Smith	Approve	9/24/25 10:04 am
2	Melissa Fleming	Approve	9/24/25 4:11 pm
3	Veronica Van Horn	Approve	9/30/25 6:27 pm
4	Diana Huallpa	Approve	10/1/25 8:18 pm
5	Sergio Cruz	Approve	10/2/25 11:43 am
6	Veronica Van Horn	Approve	10/2/25 12:49 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

September 29, 2025

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

RE: Request to Utilize Cooperative Purchasing Agreement BuyBoard #685-22 Associated Supply Company

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 Gradall XL 4100 for Road & Bridge 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

The County of Galveston

Road and Bridge Department
Seawall Maintenance Department
Bolivar Peninsula Beach Maintenance
Fleet Service Department
Zach Smith, Assistant Road Administrator/O:281-534-4152

Date: September 16, 2025

To: Veronica Van Horn, Legal Services Coordinator

From: Zach Smith, Road Administrator

CC: Erin Quiroga, Assistant Purchasing Agent
Tammy Dickey, Administrative Assistant

RE: **Cooperative Purchase- Gradall**

The Road and Bridge Department requests to purchase a Gradall XL 4100 from Associated Supply Company, utilizing BuyBoard #685-22. The quote for $629,333.26 is attached. Associated Supply Company is the sole source provider for a Gradall.

The purchase request has been approved in the FY26 budget up to $660,000 with account 2370 296100 5741000.

We appreciate your consideration of this request.

V/R,

Zach Smith
Road Administrator
5115 HWY 3
Dickinson, TX 77539
O-281-534-4152
C-409-682-2650

GRADALL INDUSTRIES LLC

September 4, 2025

To Whom It May Concern:

This letter is to confirm that Associated Supply Company is the Gradall Excavator distributor for the following territory:

IN SOUTHEAST TEXAS, THE COUNTIES BOUNDED BY AND INCLUDING: HARRIS, CALHOUN, VICTORIA, DE WITT, GONZALES, FAYETTE, LEE, BURLESON, BRAZOS, MADISON, GALVESTON, ANGELINA, SAN AUGUSTINE AND SABINE.

As a sole source provider of Gradall Industries, Inc., Associated Supply Company is responsible for all machine and parts sales, as well as service.

Thank you again for your time. If you have any questions, please feel free to contact me.

Sincerely,

Jeremy Fisher
Regional Sales Manager

BuyBoard Quote

ASSOCIATED SUPPLY COMPANY, INC.

THE FOLLOWING DETAILS SHALL BE PROVIDED WITH ANY BUYBOARD PURCHASE ORDER (FAX PURCHASE ORDER TO 800-211-5454)

BuyBoard Vendor:	ASSOCIATED SUPPLY COMPANY, INC.	**Prepared By:**	TIMOTHY GATES
Address:	980 N SAM HOUSTON PKWY, HOUSTON,TX	**Mobile:**	281-627-5148
Phone:	713-649-0940	**Email:**	TGATES@ASCOEQ.COM
Fax:	713-649-5571		
		Date Prepared:	9/4/2025
Government Agency:	GALVESTON COUNTY		
Ship To:	GALVESTON COUNTY 5115 HIGHWAY 3 DICKINSON, TX	**Bill To:**	GALVESTON COUNTY 5115 HIGHWAY 3 DICKINSON, TX
Contacts' Name:	CHRIS BEANLAND	**Phone:**	936-391-2398
Email:	CHRISTOPHER.BEANLAND@CO.GALVESTON.TX.US	**Fax:**	
Product Description:	GRADALL XL4100 6X4 SERIES V	**BuyBoard Contract:**	685-22
I. Price List Dated:	1/1/2025	**Base Price:**	$ 596,177.00

II: Base Bid Options (Itemized Below)

BEACON LIGHT- UPPER-W/BRANCH GUARD	$ 1,149.00	24 MONTHS / 3,000 HOURS	INCLUDED
LEFT HAND REAR STEP	$ 729.00		
TILT STEERING COLUMN- CHASSIS	$ 1,109.00		
BUCKET 66"- DITCHING W/BOCE	$ 6,629.00		
EXTRA SET OF KEYS	$ 22.00		
FIXED THUMB GRAPPLE	$ 11,716.00		
LIMB SHEAR	$ 15,156.00		
ALL STANDARD OPTIONS	INCLUDED		
SUB-TOTAL:	$ 36,510.00	**SUB-TOTAL:**	$ -
		Options List Price Total:	$ 36,510.00
III. SUB-TOTAL OF I & II			$ 632,687.00
IV. BuyBoard Discount:	2.00% $ 12,653.74	**BUYBOARD CONTRACT PRICE:**	$ 620,033.26
V: NON-BASE OPTIONS		**Non-Base Options (%) =**	0
FACTORY FREIGHT	$ 8,500.00		
LOCAL DELIVERY	$ 800.00		
SUB-TOTAL:	$ 9,300.00	**SUB-TOTAL:**	$ -
VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)			$ 9,300.00
VII: TOTAL IV + VI			$ 629,333.26
VIII: QUANTITY ORDERED UNITS:	1		$ 629,333.26
IX: TRADE-IN OR OTHER CREDIT(S):	$ -		$ -
		TOTAL:	$ 629,333.26

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

QUOTE VALID FOR 90 DAYS

XL 4100

HYDRAULIC EXCAVATOR



SPECIFICATIONS

Engine

- Volvo TAD871VE Tier 4f 7.7L diesel with selective catalytic reduction and cooled EGR technology

Gross Rating: 248 hp @ 2200 rpm, 848 ft lb torque @ 1200-1400 rpm

Net Rating: 228 hp @ 2200 rpm

- Four cycle, inline six cylinder, liquid cooled
- Turbo charge air after-cooled
- Off-road certified, electronically controlled, grid heater
- Vertical canister style lube and main filters attached to engine
- Volvo remote mount vertical style fuel/water separator with water in fuel indicator, alarm and manual feed pump
- Block heater

Air Filter

- Two-stage Donaldson PSD PowerCore with high efficiency pre-cleaner, vacuator value and remote service indicator

Electrical System

- 24 volt, 110 amp alternator with integral voltage regulator, two SAE #C31-S 1000 CCA batteries

Fuel Tank Capacity: 100 gal (378 L)

Urea Tank Capacity: 11.9 gal (45 L)

Chassis Cooling Package

- Three aluminum bar-plate type coolers stacked vertically
- Air to air intake charge air cooler, radiator and transmission cooler
- All coolers backed by a molded fan shroud, engine mounted fan ring and 26.8" 9-blade fan driven by a Volvo electronically controlled variable speed fan drive

Gear Speeds

Gear	1	2	3	4	5	6	REV
MPH	6.3	16.2	24.1	37.4	50.6	59.9	6.6
Km/hr	(10.1)	(26.1)	(38.8)	(60.2)	(81.4)	(96.4)	(10.6)

Drivelines

- Spicer 1710 Series with "half round" yokes

Transfer Case

- (6 x 4) Cushman Model 479-1, 1:1 ratio, pneumatic engage for remote propel
- (6 x 6) Cushman Model 479A-1, 1:1 ratio, pneumatic engage for remote propel and front drive

Superstructure Cab

- All-weather cab isolated from frame on rubber mounts
- Tinted safety glass windows
- Skylight
- Acoustical lining
- Four-way adjustable seat
- Dome light
- Filtered air heater and defroster
- AM/FM radio
- Air conditioning
- LED work light package
- Heat source provided by a fast response, closed circuit hydraulic heater with 20,000 BTU/Hr. capacity
- Front window slides to overhead storage
- Mirrors on right and left sides
- Windshield wiper and washer
- Operator's seat belt

Hydrostatic Controls

- Two electronic joysticks (hoist and bucket, telescope and swing)
- One rocker switch (tilt) control
- Joysticks mounted on arm pods, adjustable for individual operator comfort and convenience
- Quick change joystick pattern switch (Gradall, SAE, Deere) located on instrument panel
- Two foot pedals for remote control of undercarriage steering
- Travel and digging brakes
- Self-centering joysticks and pedals; when controls are released, power for movement disengages and swing and travel brakes set automatically

Engine Controls:

- Key ignition switch with neutral start
- Indicator lights for low air, engine status, park brake, travel status, hydraulic fluid temperature and level
- Automatic engine shutdown occurs with low oil pressure
- Derate/shutdown for oil temperature, coolant temperature, coolant level, ERD temperature, charge air temperature, charge air pressure and derate for SCR temperature

Boom

- Two piece triangular telescoping boom
- Adjustable boom rollers with eccentric shafts
- 220° boom tilt
- 105° boom pivot angle
- Auxiliary hydraulics

Hydraulic System

Pumps

- One load-sensing axial piston pump, 0-77 gpm (0-291 L/min) total
- One gear pump (pilot and cooling), 11 gpm (41 L/min)

SYSTEM SPECIFICATIONS

Four Double Acting Cylinders

- One boom cylinder: 3.5" (89 mm) bore x 2.56" (65 mm) rod x 150" (3.81 m) stroke
- Two hoist cylinders: 4.25" (108 mm) bore x 3.15" (80 mm) rod x 31" (787 mm) stroke
- One tool cylinder: 5.0" (127 mm) bore x 3.0" (76 mm) rod x 25.9" (658 mm) stroke

Three Hydraulic Motors

- Swing, 64 hp (48 kW)
- Tilt, 21 hp (16 kW)
- Remote drive, 110 hp (82 kW) total

Operating Pressures

- Hoist ..... 4,800 psi (331 BAR)
- Tilt ..... 2,500 psi (172 BAR)
- Swing ..... 4,200 psi (290 BAR)
- Tool ..... 4,800 psi (331 BAR)
- Telescope ..... 4,800 psi (331 BAR)
- Remote Propel ..... 4,800 psi (331 BAR)
- Pilot system ..... 500 psi (35 BAR)

Oil Capacity

- Reservoir 50 gallons (189 L)
- System 70 gallons (265 L)
- Pressurized reservoir with visual oil level gauge

Filtration System

- 5 micron return filter with magnet
- 10 micron pilot filter
- Fin and tube-type oil cooler with thermostatically controlled cooling fan
- Pressure-compensated, load-sensing valves with circuit reliefs in all circuits

Undercarriage

- 6 x 4 or 6 x 6
- Wheelbase: 171" (4.34m)
- Width 102" (2.6m)

Transmission
- Allison 3500 RDS 6-speed automatic

Frame
- 48" (1.2m) wide, welded plate design
- 65 ksi material

Gross Vehicle Axle Weight Rating:
- 6 x 4 - 68,740 lb (31,180 kg)
- 6 x 6 - 69,000 lb (31,928 kg)

Front Axles
- 6 x 4: Meritor Model MFS-16-122A, 16,000 lb (7,257 kg) rating
- 6 x 6: Meritor Model MX19-145, 19,000 lb (8,618 kg) rating, 7.17 ratio

Rear Axle
- Meritor Model RT-50-160, 50,000 lb (22,680 kg) rating. 7.17 ratio
- Single reduction with driver controlled differential lock in front/rear
- Inter-axle differential with lock

Suspension
- Front: Eight leaf spring with automatic lock-out cylinders
- Rear: Hendrickson Equalizer Beam, 8" oscillation

Brakes
- 6 x 4 Front: Meritor "Q" Plus Series
  - Cam-Master Size: 16.5" x 5" (419 mm x 152 mm)
  - Automatic slack adjusters
- 6 x 6 Front: Meritor "Q" Series
  - Cam-Master Size: 16.5" x 6" 419 mm x 127 mm)
  - Automatic slack adjusters
- Rear: Meritor "P" Series
  - Cam-Master Size: 16.5" x 7" (419 mm x 178 mm)
  - Automatic slack adjusters
- Spring brake system incorporates emergency and parking brakes on rear axle
- Heated air dryer

Steering
- Ross, integral hydraulic power steering
- Gear-type power steering pump
- Four-quart power steering reservoir with filter
- 10 micron pre-filter

Wheels
- Hub piloted disc
- 10-stud, 11.25" (286 mm) bolt circle

Tires
- 6 x 4 front: 385/65R22.5 LR (J) on/off highway tread
- 6 x 6 front: 425/65R22.5 LR (L) on/off highway tread
- 6 x 4 and 6 x 6 rear: 11R24.5 LR (H) on/off highway tread

Standard Chassis Equipment
- LED headlights
- LED tail lights
- LED back-up lights and alarm
- LED brake lights
- LED identification lights front and rear
- LED directional lights
- LED four-way hazard lights
- Instrument panel lights
- Windshield wiper/washer
- West Coast style mirror system with plain and convex mirrors
- Front and rear tow hooks
- Desiccant type air dryer with automatic purge valve and thermostatically controlled heater

Chassis Cab

- One-person cab
- Left-hand mount
- Isolated from frame on rubber mounts
- Acoustical lining
- Sun visor
- Air conditioning

Gauge Clusters
- Oil pressure
- Coolant temperature
- Air tank pressures
- Fuel level
- DEF level
- Voltmeter
- Speedometer with odometer
- Tachometer with hour meter
- Engine and transmission monitor lights
- Engine shutdown controlled by engine electronics
- Indicator lights and controls for front axle engagement (6 x 6 only) and rear axle differential lock
- Park brake control
- Tinted safety glass
- Sliding side windows
- Fresh air heater and defroster
- Dome light
- Air suspension seat with seat belt
- Vent in door

[illegible]

- Internal swing gear
- Priority swing circuit with axial piston motor
- Planetary transmission

Swing Speed: 8.0 rpm

Swing Brake:
- Automatic spring-set/hydraulic release wet disc parking brake
- Dynamic braking provided by hydraulic system

Hydraulic Remote Control

- Upperstructure powered by chassis hydraulics through hydraulic motor and transfer case
- Travel and steering pedals in upperstructure cab
- Digging brakes and front axle lockout cylinders set automatically with travel pedal in neutral
- Parking brake controlled by toggle
- Electrically operated alarm mounted on undercarriage signals remote control movement in either direction, reverse movement when driven from undercarriage cab

Function Forces

Rated Boom Force: 21,940 lbs (97.6 kN)

Rated Bucket Breakout Force: 24,900 lbs (111kN)

GRADALL Model XL 4100 V Lift Capacity Over Side or Rear - LBS

LOAD POINT HEIGHT		LOAD RADIUS										
		10' 0" (3.0 m)		15' 0" (4.6 m)		20' 0" (6.1 m)		25' 0" (7.6 m)		Max. radius		
		Over End	Over Side	Over End	Over Side	Over End	Over Side	Over End	Over Side		Over End	Over Side
ABOVE GROUND LEVEL	20' 0" (6.1 m)									23' 5" (7.1m)	4795 (2175)	4795 (2175)
	15' 0" (4.6 m)			9935 (4505)	9935 (4505)	6915 (3135)	6915 (3135)	5030 (2280)	5030 (2280)	25' 10" (7.9m)	4785 (2170)	4785 (2170)
	10' 0" (3.0 m)			11710 (5310)	11400 (5170)	7775 (3525)	7280 (3300)	5520 (2505)	5055 (2295)	27' 0" (8.2m)	4860 (2205)	4420 (2005)
	BOOM LEVEL 8' 8" (2.7 m)			12000 (5445)	11310 (5130)	7920 (3590)	7235 (3280)	5605 (2540)	5030 (2280)	27' 2" (8.3m)	4885 (2215)	4355 (1975)
	5' 0" (1.5 m)			12130 (5500)	11005 (4990)	8065 (3660)	7085 (3215)	5725 (2595)	4940 (2240)	27' 2" (8.3m)	4980 (2260)	4275 (1940)
AT GROUND LEVEL				10750 (4875)	10585 (4800)	7640 (3465)	6865 (3115)	5575 (2530)	4810 (2180)	26' 5" (8m)	5135 (2330)	4390 (1990)
BELOW GROUND LEVEL	5' 0" (1.5 m)	9650 (4375)	9650 (4375)	8590 (3895)	8590 (3895)	6700 (3040)	6670 (3025)			24' 5" (7.5m)	5285 (2395)	4860 (2205)
	10' 0" (3.0 m)	6325 (2870)	6325 (2870)	6565 (2980)	6565 (2980)	5595 (2540)	5595 (2540)			21' 1" (6.4m)	5360 (2430)	5360 (2430)
	15' 0" (4.6 m)	4175 (1895)	4175 (1895)	4940 (2240)	4940 (2240)					15' 2" (4.6m)	4940 (2240)	4940 (2240)

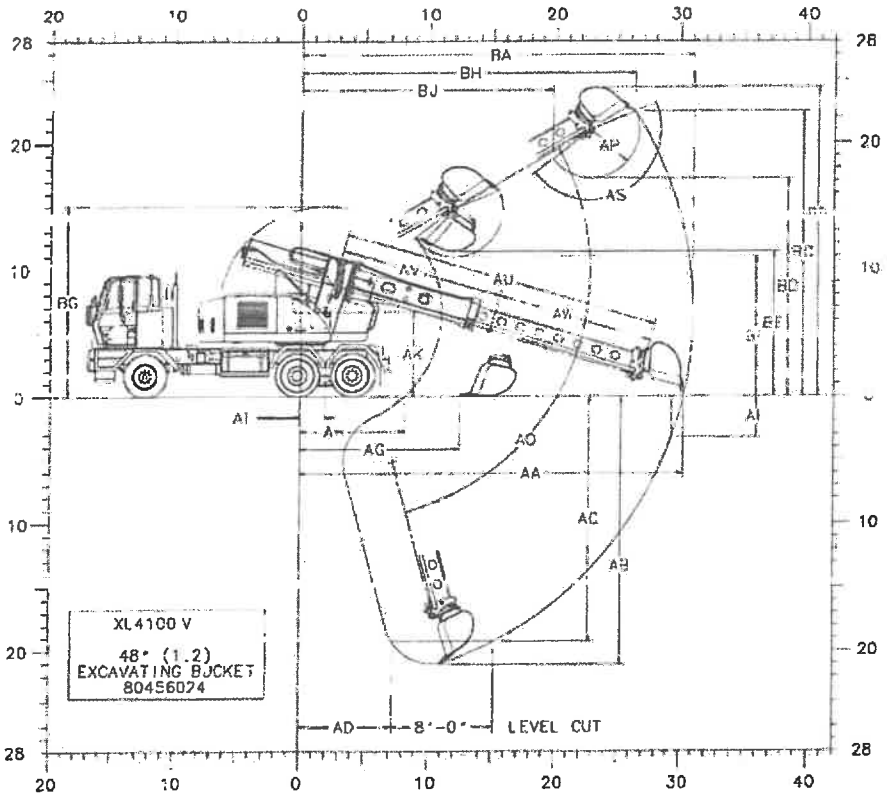
Shaded areas are stability rated based on machine with 0 lb. bucket.

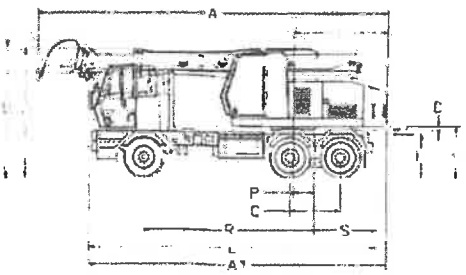
The rated lift capacity is based on the machine being equipped with 8,850 lbs (4014 kg) counterweight, standard boom and no bucket.

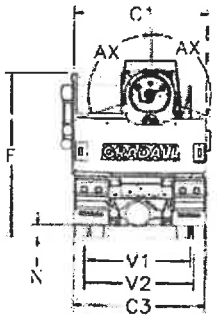
The load point is located on the bucket pivot point, including load listed for maximum radius.

Do not attempt to lift or hold any load greater than these rated values at specified load radii and heights. The weight of slings and any auxiliary devices must be deducted from the rated load to determine the net load that may be lifted.

ATTENTION: All rated loads are based on the machine being stationary and level on a firm supporting surface. For safe working loads, the user must make allowance for his particular job conditions such as soft or uneven ground, out of level conditions, side loads, hazardous conditions, experience of personnel, etc. The operator and other personnel must be fully trained and understand the Operator's Manual and Safety Manuals furnished by the manufacturer before operating this machine. Rules for safe operation of equipment must be adhered to at all times.







Dimensions

	6 x 4	6 x 6	
A	29' 6" (9.0m)	29' 6" (9.0m)	Overall length (boom in rack) w/ bucket
A1	25' 1" (7.6m)	25' 1" (7.6m)	Overall length (boom in rack) w/o bucket
B	11' 9" (3.6m)	12' 0" (3.7m)	Overall height (boom in rack) w/ bucket
B1	10' 11" (3.3m)	11' 3" (3.4m)	Overall height (boom in rack) w/o bucket
C1	8' 6" (2.6m)	8' 6" (2.6m)	Width of upperstructure
C3	8' 6" (2.6m)	8' 6" (2.6m)	Width of undercarriage
D	3" (76mm)	3" (76mm)	Minimum clearance, upperstructure to undercarriage
E	8' 0" (2.4m)	8' 0" (2.4m)	Swing clearance, rear of upperstructure
F	10' 10" (3.3m)	11' 1" (3.4m)	Top of cab to ground line
G	52" (1.3m)	56" (1.4m)	Clearance. upperstructure to ground line
H	44" (1.1m)	48" (1.2m)	Top of wheel mounted under carriage frame to ground line
L	24' 2" (7.4m)	24' 2" (7.4m)	Overall length of undercarriage
N	10" (254mm)	10" (254mm)	Ground clearance (per SAE J1234)
P	22" (564mm)	22" (564mm)	Center of rear tandem to axis of rotation
Q	52" (1.3m)	52" (1.3m)	Distance between centers of tandem axles
R	14' 2" (4.3m)	14' 2" (4.3m)	Wheelbase
S	5' 4" (1.6m)	5' 4" (1.6m)	Center of rear axle to rear of frame (step)
V1	6' 7" (2.0m)	6' 7" (2.0m)	Tread, rear axles (285/75R24.5 tires)
V2	7' 0" (2.1m)	7' 0" (2.1m)	Tread, front axle (385/65R22.5 tires)
AA	30' 3" (9.2m)	30' 2" (9.2m)	Maximum radius at ground line (165° pivot)
AB	20' 3" (6.2m)	19' 11" (6.1m)	Maximum digging depth
AC	19' 3" (5.9m)	19' 0" (5.8m)	Maximum depth for 8' level cut
AD	7' 3" (2.2m)	7' 3" (2.2m)	Minimum radius of 8' level cut at depth "AC"

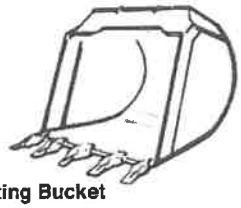
	6 x 4	6 x 6	
AF	3' 3" (1.0m)	3' 3" (1.0m)	Maximum depth of vertical wall which can be excavated
AG	12' 5" (3.8m)	12' 4" (3.8m)	Minimum level cut radius with bucket flat on ground line
AH	8' 2" (2.5m)	7' 10" (2.4m)	Minimum radius at ground line
AK	6' 7" (2m)	6' 11" (2.1m)	Boom pivot to ground line
AL	23" (584mm)	23" (584mm)	Boom pivot to axis of rotation
AP	46" (1.2m)	46" (1.2m)	Bucket tooth radius
AQ	30° Up & 75° Down	30° Up & 75° Down	Boom pivot angle
AS	165°	165°	Bucket pivot angle
AU	25' 3" (7.7m)	25' 3" (7.7m)	Maximum telescoping boom length (boom pivot to bucket pivot)
AV	12' 9" (3.9m)	12' 9" (3.9m)	Minimum telescoping boom length (boom pivot to bucket pivot)
AW	12' 6" (3.8m)	12' 6" (3.8m)	Telescoping boom travel
AX	110°	110°	Bucket tilt angle (both sides of center)
BA	31' 0" (9.5m)	31' 0" (9.5m)	Maximum radius of working equipment
BB	24' 5" (7.4m)	24' 8" (7.5m)	Maximum height of working equipment
BC	22' 6" (6.9m)	22' 10" (6.9m)	Maximum bucket tooth height
BD	17' 2" (5.2m)	17' 6" (5.3m)	Minimum clearance of bucket teeth, with bucket pivot at maximum height
BE	11' 4" (3.5m)	11' 8" (3.6m)	Minimum clearance of fully curled bucket at maximum boom height
BF	10' 11" (3.3m)	11' 3" (3.4m)	Minimum clearance of bucket teeth at maximum boom height
BG	15' 0" (4.6m)	15' 3" (4.7m)	Maximum height of working equipment with bucket below ground line
BH	26' 4" (8.0m)	26' 4" (8.0m)	Radius of bucket teeth at maximum height
BJ	19' 8" (6.0m)	19' 8" (6.0m)	Minimum radius of bucket teeth at maximum bucket pivot height

Specifications subject to change without notice.
Metric units are meters (m) unless noted.
Machines shown may have optional equipment.

- Approximate working weight, fuel tank half full
  - 6 x 4: 49,684 lbs (22,539 kg)
  - 6 x 6: 50,925 lbs (23,099 kg)

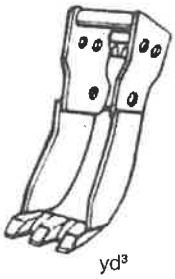
- Vandalism protection kit including window covers
- Strobe light
- Tilt steering column

- Quick change and reversible buckets fabricated using steel plate with high strength, low alloy cutting edges and wear strips
- Standard attachments available for wide range of applications
- Capacities shown are in heaped cubic yard



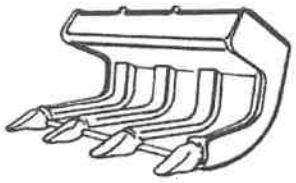
Excavating Bucket

		yd³	m3
8045-6020	24" (610mm) 603 lbs (274 kg)	3/8	0.31
8045-6021	30" (762mm) 660 lbs (300 kg)	1/2	0.41
8045-6022	36" (914mm) 741 lbs (336 kg)	5/8	0.54
8045-6023	42" (1.07m) 841 lbs (382 kg)	3/4	0.64
8045-6024	48" (1.22m) 957 lbs (434 kg)	1	0.76

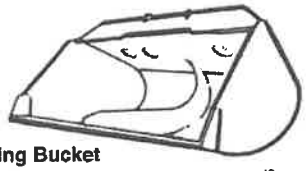


Trenching Bucket

		yd³	m3
8065-6104	15" (381mm) 897 lbs (407 kg)	1/5	0.15
8065-6012	21" (533mm) 982 lbs (445 kg)	1/4	0.19



Pavement Removal Bucket
8065-6102 40" (1.0 m)
1262 lbs (573 kg)



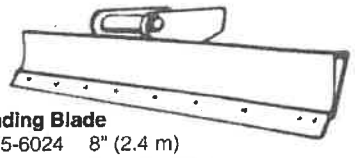
Ditching Bucket

		yd³	m3
8065-6007	60" (1.52m) 807 lbs (366 kg)	7/8	0.73
8065-6006	66" (1.68m) 892 lbs (405 kg)	1	0.76
8065-6002	72" (1.83m) 944 lbs (428 kg)	1 1/8	0.87

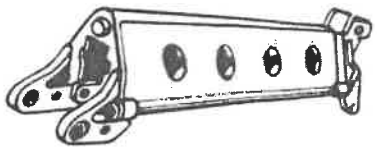


Dredging Bucket

		yd³	m3
8065-6013	72" (1.83m) 1114 lbs (505 kg)	1 1/8	0.87



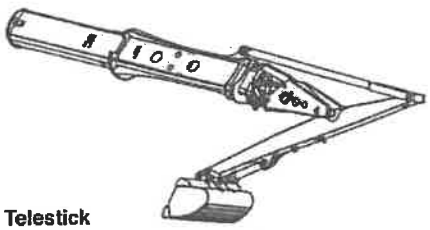
Grading Blade
8065-6024 8" (2.4 m)
630 lbs (285 kg)



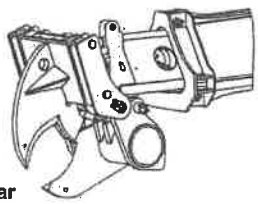
Boom Extension
8065-5028 4' (1.2 m)
1,090 lbs (495 kg)

8065-5029 6' (1.8 m)
1,250 lbs (560 kg)

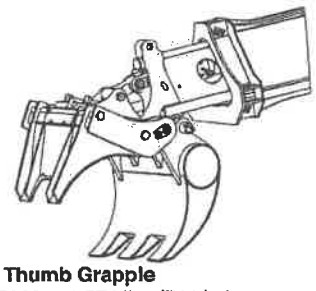
8065-5030 8' (2.4 m)
1,389 lbs (631 kg)



Telestick
8075-5045 3,600 lbs (1,633 kg)



Tree Limb Shear
8045-5052 1,948 lbs (884 kg)



Fixed Thumb Grapple
8075-5023 1,574 lbs (714 kg)

It is Gradall Policy to continually improve its products. Therefore designs, materials and specifications are subject to change without notice and without incurring any liability on units already sold. Units shown may have optional equipment.

GRADALL®

406 Mill Ave. SW, New Philadelphia, Ohio 44663
Phone: 800-445-4752
www.Gradall.com

ALAMO GROUP GRADALL INDUSTRIES
Form No. 11816 12/22
Printed in USA

Fleming, Melissa

From: Smith, Zachary
Sent: Tuesday, September 23, 2025 10:04 AM
To: Fleming, Melissa
Cc: Van Horn, Veronica; Wallace, Tiffany; Comeaux, Clayton
Subject: Re: Gradall - Legistar Item 25-1332

Melissa,
Gradall license's to dealers is by territory. Asco holds the territory license for our region. Any other licensed dealers of Gradall will not submit a quote to us since we are in Asco's territorial region.

V/R,
Zach Smith

Get Outlook for iOS

From: Fleming, Melissa <Melissa.Fleming@galvestoncountytx.gov>
Sent: Tuesday, September 23, 2025 9:09:32 AM
To: Smith, Zachary <Zachary.Smith@co.galveston.tx.us>
Cc: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Subject: Gradall - Legistar Item 25-1332

Hello Zachary,

Can you please send over the two additional cooperative quotes for Grandall XL 4100? Grandall states in the letter they are a sole source; however, they are not the only supplier who can provide a cooperative quote for Grandall XL 4100.

I will pause the Legistar Item and add the attachments upon receipt. Also, if you have received a NO BID response, I can use that as support.

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

BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Ashcraft Company Inc(E)(I)(T)	727 Twin Hills Avenue	Dallas	TX	75231	12/1/2024	11/30/2027	Facility Maintenance Equipment and Services 757-24
ASI Associates Inc dba Arbor Scientific(E)(I)(T)	1556 Woodland Dr.	Saline	MI	48176	11/1/2024	10/31/2027	Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology 748-24
ASquared Promotions, LLC(M)(E)(I)(T)	3455 Briargate Blvd, Ste 281	Colorado Springs	CO	80920	7/1/2025	6/30/2028	Awards, Trophies, and Personal Recognition Products 771-25
Associated Supply Company, Inc. /dba/ Asco Equipment	P.O. Box 3888	Lubbock	TX	79452	12/1/2022	11/30/2025	Ditching, Trenching, Debris/Scrap and Other Utility Equipment 684-22
Associated Supply Company, Inc. /dba/ Asco Equipment	P.O. Box 3888	Lubbock	TX	79452	12/1/2022	11/30/2025	Construction, Road and Bridge, and Other Related Equipment 685-22
Associated Supply Company, Inc. /dba/ Asco Equipment	P.O. Box 3888	Lubbock	TX	79452	7/1/2024	6/30/2027	Rental Services of Construction Equipment, Vehicles, and Other Equipment 740-24
Asteria Learning LLC dba ECS Learning Systems(E)(I)(T)	116 Kestrel Dr.	Spring Branch	TX	78070	11/1/2024	10/31/2027	Instructional Materials (Non-Adopted) for PK-12, Special Education, & Career and Technology 748-24
ATD Mechanical LLC(E)(I)(T)	PO Box 572	Lexington	TX	78947	12/1/2024	11/30/2027	Building Maintenance, Repair, and Operations (MRO) Products and Supplies 756-24
A-Tex Restaurant Supply(E)(I)(T)	2008 S. Bryant Blvd.	San Angelo	TX	76903	12/1/2022	11/30/2025	Food Service Equipment, Supplies and Appliances 683-22
ATG Sports Industries, Inc.(E)(I)(T)	317 E. Commerce St.	Andover	KS	67002	6/1/2024	5/31/2027	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 737-24
Athletic Field Specialists(E)(I)(T)	15059 FM 1094	Cat Spring	TX	78933	6/1/2024	5/31/2027	Indoor and Outdoor Sports Surfaces, Repair and Renovation and Gym Floor Refinishing 737-24
ATI Restoration, LLC. (EzIQC)(T)	3360 E. LA PALMA AVE	Anaheim	CA	92806	12/1/2021	11/30/2026	Regional Job Order Contracting (Gordian ezIQC) 660-21
Atlas Greenhouse	P.O. Box 558	Alapaha	GA	31622	4/1/2024	3/31/2027	Modular Buildings, Classrooms, and Relocation Services 732-24
Atlas International Laundry and Dry Cleaning Equipment Co., Inc.(E)(I)(T)	2663 Freewood Dr	Dallas	TX	75220	12/1/2022	11/30/2025	Commercial Washers and Dryers 682-22

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs

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:** 9/30/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Galveston County Constables Office Pct. 1**
5) **Department Contact: Constable Blake Patton (ext. 8810)**
6) **Description: 287g service agreement between United States Department of Homeland Security and the Galveston County Constables Office Pct. 1**

7) **PEID No:**
8) **Req No:**
9) **Orgkey: 1101-223700**
10) **Object Code: 5310000 & 5700000**
11) **Vendor: United States Department of Homeland Security, Immigration and Customs Enforcement**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

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

To Be Completed by Purchasing Department

22) **Contract Start Date:** Click or tap to enter a date.
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No:**
25) **Contract End Date:** Click or tap to enter a date.
26) **Contract # Issued by Purchasing Department:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	10/6/25 10:00 am
2	Dianna Martinez	Approve	10/6/25 11:45 am

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
GALVESTON COUNTY CONSTABLE'S OFFICE PCT 1

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement ("**ICE**"), and **GALVESTON COUNTY CONSTABLE'S OFFICE PCT 1 DRP9KU1PVJN4** (**"service provider" or "contractor"**) for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform targeted enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
- Attachment 4 – ICE Privacy, Records Management, and Safeguarding of Sensitive Information
- Attachment 5 – 287(g) Electronic Payment Request for Stipends

IN WITNESS WHEREOF, the undersigned, duly authorized officers, have subscribed their names on behalf of the Galveston County Constable's Office PCT 1 and the Department of Homeland Security, U.S. Immigration and Customs Enforcement. Only the service provider is authorized as a signatory for this agreement with full authority to sign and bind the service provider regarding this agreement. The authorized signatory must be a bona fide representative of the service provider (prime).

ACCEPTED:

U.S. Immigration and Customs Enforcement

Contracting Officer (CO)

Signature: _____

Date: _____

ACCEPTED:

Galveston County Constable's Office PCT 1
Blake Patton
Constable

Signature: _____

Date: 9/30/2025

ACCEPTED:

Signature: _____
Galveston County Judge Mark Henry

Date: _____

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will have two weeks from receipt of the targeted enforcement list from ICE to make an arrest. The arrest must be an individual from this list.

- Law Enforcement Agency (LEA) - Any agency with an active 287(g) Task Force Model (TFM) Memorandum of Agreement (MOA) signed by the Immigration and Customs Enforcement (ICE) director or designee.

- Task Force Officer (TFO) - Any officer, in good standing, employed by a LEA with an active TFM MOA who satisfactorily completed the required training and is in possession of valid TFM credentials (temporary or permanent).

- Targeted Enforcement Actions (TEA) - any case approved by Enforcement and Removal Operations (ERO) in advance of enforcement action.

- Unaccompanied Alien Children (UAC) - any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

- TFM Participation Worksheet (TPW) - a paper or electronic document provided by the ERO Enforcement Division that collects information related to a LEO's enforcement action under the TFM MOA.

Article 1. Purpose

A. Purpose: The purpose of this service agreement is to establish an agreement between ICE and the service provider for specific enforcement actions as directed by ICE under the authority of Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296. Participation in the ICE/ERO 287(g) Program for reimbursement of items listed in this agreement, apply to participation and operational enforcement in ICE Task Force Model (TFM) only.

B. Responsibilities: This agreement sets forth the responsibilities of ICE and the service provider.

a. ICE

i. ERO shall provide the service provider with access to required Federal Law Enforcement Training Center (FLETC) e-course curriculum required for service provider candidates to become credentialed Task Force Model (TFM)/Task Force Officers (TFO) upon successful completion.

ii. ERO shall provide the service provider with an initial targeted enforcement list from ERO's ELITE data system, which will direct required immigration enforcement activities within a specific geographical area.

iii. ERO shall provide service provider with the "287(g) Service Provider Monthly Report" template. This template must be completed by the service provider monthly to detail TFO payroll (salary and overtime), benefits, and operational expenses related to targeted immigration enforcement activities performed on behalf of ICE, as well as LEA reimbursement requests for vehicles and equipment. This template shall be e-mailed to the designated ICE/ERO POC(s) at ERORPA-287g-TFM@ICE.dhs.gov no later than the 5th day of the corresponding month in which services were performed. This process may be updated with further requirements or automations at a later date.

iv. ERO Field Office shall verify and validate service provider salary, overtime, and benefits data incurred monthly by each operating team.

v. ERO Field Office shall verify and validate the service provider's targeting enforcement accomplishments against the provided ELITE list on a monthly basis, with disbursements to be paid quarterly

vi. The ERO 287(g) Program shall coordinate with ERO Field Offices on validated operational enforcement statistics using ERO systems of record and will confirm payment disbursements. Salary, overtime, and benefits payments will be disbursed monthly, and targeted enforcement incentive payments will be disbursed quarterly.

b. Service Provider

i. The service provider shall provide all personnel, management, equipment, supplies, and services necessary for performance of all targeted enforcement activities addressed in this agreement. Targeted enforcement activities will comply with the Memorandum of Agreement (MOA) 287(g) Task Force Model between the service provider and ICE. The MOA can be found here https://www.ice.gov/doclib/about/offices/ero/287g/moaFillableTFM.pdf.

ii. The service provider shall provide ERO with salary, overtime, and benefits package data for each TFO assigned to an operationalized team as indicated in Section B.a.iii above.

iii. The service provider shall attest to the truthfulness and accuracy of all salary, overtime, benefits, and operational information provided to ICE.

iv. The service provider shall provide ERO with targets located from the provided ELITE list and illegal alien disposition (arrest, transfer of custody to ICE, transfer of custody to CBP, or other)

v. The service provider shall provide ERO with hours spent performing ICE enforcement activities for adult and Unaccompanied Alien Children (UAC), for each TFO assigned to an operationalized team

vi. The service provider shall provide ERO with the manual form. This form may be updated to an automated process at a later date

vii. On all invoices, the service provider shall identify TFO participants by their ICE designated credential identification number (generated after completion of the ICE e-FLETC coursework

C. Rates: All rates are specified in the OF347 This is a fixed rate agreement, subject to the availability of funds

D. Order of Precedence: In instances where other policies conflict with ICE policy or standards, this agreement and/or the Memorandum of Agreement 287(g) Task Force Model between the provider and ICE will be the guiding document.

Article 2. Task Force Model Participation Verification

A. Points of Contact (POC)

The service provider shall provide a POC to the ERO field office with local operational control of the 287(g) program for participation notification purposes. The POC information shall include a name, title, office phone number, and official email address.

The ERO field office with local operational control of the 287(g) program shall provide a POC to the service provider for participation verification purposes. The local ERO office POC will provide the service provider POC with a name, title, office phone number, and official email address, or other electronic means of communication, for communicating and documenting participation activities.

B. Process

Service providers will only be eligible for reimbursement for TEA and UAC cases. TFOs will record all enforcement actions on the approved TPW, on which they will specify whether the case is TEA or UAC. TFOs will provide the TPW to their LEA POC at the end of their shift.

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Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

> The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.
>
> Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.
>
> Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE HCA for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The

service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the enforcement action is performed Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons

or property caused by a service provider employee arising in the performance of this agreement.

A. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

B. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 8.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United

States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All

press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

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:** 9/30/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Galveston County Sheriff's Office**
5) **Department Contact: Chief Melencio Villarreal (ext. 2302)**
6) **Description: 287 (g) service agreement between United States Department of Homeland Security and the Galveston County Sheriff's Office**

7) **PEID No:**
8) **Req No:**
9) **Orgkey: 211101**
10) **Object Code: 5481000**
11) **Vendor: United States Department of Homeland Security, Immigration and Customs Enforcement**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Sheriff Administration**
14) **Fund #: 1101-211101**
15) **Current Year Budgeted:**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Auto Renewal Contract:** 10/13/2025
23) **Bid No: N/A**
24) **Contract End Date:** 10/1/2028
25) **Contract # Issued by Purchasing Department: 237714**

NOTES: 36 month term

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	9/30/25 6:59 pm
Notes:	started approval by VVH		
2	Melissa Fleming	Approve	10/1/25 11:16 am
3	Veronica Van Horn	Approve	10/1/25 12:09 pm
4	Diana Huallpa	Delegated	10/2/25 1:10 pm
5	Christian Monterrubio	Approve	10/2/25 4:09 pm
6	Sergio Cruz	Approve	10/2/25 4:55 pm
7	Veronica Van Horn	Approve	10/2/25 5:25 pm

287(g) SERVICE AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
AND
GALVESTON COUNTY SHERIFF'S OFFICE

This Service Agreement (**"agreement"**) is entered into between United States (US) Department of Homeland Security (**"DHS"**), Immigration and Customs Enforcement ("**ICE**"), and **GALVESTON COUNTY SHERIFF'S OFFICE (D35JK3G2TMU7)** (**"service provider" or "contractor"**) for the purpose of receiving reimbursable costs incurred by the service provider in providing resources to joint operations (also referred to as "aliens" and "detainees"). The term "parties" is used in this agreement to refer jointly to ICE and the service provider.

Participating Law Enforcement Agencies will perform targeted enforcement actions on any case approved by Enforcement and Removal Operations (ERO) in advance of the enforcement action and/or any case specifically designated by ICE that was previously in Office of Refugee Resettlement custody, subsequently released, and unaccounted for.

The agreement will remain in effect for a period not to exceed 36 months unless extended by bilateral modification or terminated in writing by either party. Either party may terminate this agreement by providing written notice of intention to terminate the agreement, a minimum of 60 calendar days in advance of the effective date of termination, or the parties may agree to a shorter period. If this agreement is terminated by either party under this article, ICE will be under no financial obligation for any allowable costs after the date of termination. The service provider will only be paid for services provided to ICE up to and including the day of termination.

The period of performance for this agreement will be specified on Optional Form 347 (OF347).

The following documents constitute the complete agreement and are hereby incorporated directly or by reference:

- A. Optional Form (OF) 347
- B. 287(g) Agreement (This document)

Attachments

- Attachment 1 – Title 29, Part 4 Labor Standards for Federal Service Contracts
- Attachment 2 – Wage Determination Number (to be specified on OF347)
- Attachment 3 – Combatting Trafficking in Persons
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ACCEPTED:

U.S. Immigration and Customs Enforcement

Contracting Officer (CO)

Signature: _____

Date: _____

ACCEPTED:

Galveston County Sheriff's Office
Jimmy Fullen
Sheriff

Signature: _____

Date: 9-30-25

ACCEPTED:

Signature: _____
Galveston County Judge

Date: _____

Definitions

- Service Provider Operational Team – ICE immigration enforcement activities under this agreement follow a Task Force Model (TFM) approach. For the service provider's officers to qualify for any reimbursement in this agreement, the team will have two weeks from receipt of the targeted enforcement list from ICE to make an arrest. The arrest must be an individual from this list.

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Disputes of participation verification will be handled between the ERO field office and service provider management.

Article 3. Employment Screening Requirements

General. The service provider shall certify to the Contracting Officer (CO) and CO Representative (COR) that any employees performing under this agreement, who have access to ICE detainees, will have successfully completed employment screening that includes at a minimum a criminal history records check, employment reference checks and a citizenship check.

Employment Eligibility. Each employee working on this contract shall successfully pass the DHS Employment Eligibility Verification (E-Verify) program operated by the United States Citizenship and Immigration Services (USCIS) to establish work authorization.

The E-Verify system is an Internet-based system operated by DHS USCIS, in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees.

Each employee working on this Agreement shall have a Social Security Card issued by the SSA. The service provider shall be responsible for acts and omissions of his own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens shall not be employed by the service provider under this Agreement. The service provider shall ensure that this provision is expressly incorporated into any subcontracts or agreements issued in support of this Agreement.

Security Management. The service provider shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with OPR PSO through the COR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the service provider.

The COR and OPR shall have the right to inspect the procedures, methods, and facilities utilized by the service provider in complying with the security requirements under this contract. Should the COR determine that the service provider is not complying with the security requirements of this contract, the service provider will be informed in writing by the CO of the proper action to be taken to effect compliance with such requirements.

Article 4. Incident Reporting

The COR shall be immediately notified in the event of all serious incidents. The COR will provide any additional contact information for outside working hours to the service provider at the time of the award.

Article 5. Administration

A. Commencement of Services: ICE is under no obligation to utilize the services identified herein until the need for services has been identified, and funding has been identified and made available.

B. Funding: The obligation of ICE to make payments to the service provider is contingent upon the availability of Federal funds. ICE will not direct the performance of any other services until ICE has appropriate funding. Service agreements will be established when specific requirements have been identified and funding obligated. Performance under this agreement is not authorized until the CO issues a specific service agreement to the designated service provider in writing. In the event of a Federal lapse of funding, please consult with the CO.

C. Consistent with Law: This agreement is permitted under applicable statutes, regulations, policies, and judicial mandates. Any provision of this agreement contrary to applicable statutes, regulation, policies, or judicial mandates is null and void and shall not necessarily affect the balance of the agreement.

Article 6. Adjusting the Agreement Rates

A. ICE will reimburse the service provider at the rates shown in the OF347, subject to the availability of funds, except as provided in Article 11. No rate adjustments are permitted under this service agreement unless initiated by ICE subject to the availability of funds.

Article 7. Modifications and Disputes

A. Modifications: Actions, other than those designated in this agreement, will not bind or incur liability on behalf of either party. Either party may request a modification to this agreement by submitting a written request to the other party. A modification will become a part of this agreement only after the CO has approved the modification in writing.

B. Disputes: In regard to this service agreement, the CO and the authorized signatory of the service provider will settle disputes, questions, and concerns arising from this agreement. Settlement of disputes will be memorialized in a written modification between the ICE CO and authorized signatory of the service provider. In the event a dispute is not able to be resolved between the service provider and the ICE CO, the ICE CO will make the final decision. If the service provider does not agree with the final decision, the matter may be appealed to the ICE HCA for resolution. The ICE HCA may employ all methods available to resolve the dispute including alternative dispute resolution techniques. The

service provider shall proceed diligently with performance of this agreement pending final resolution of any dispute.

Article 8. Enrollment, Invoicing, and Payment

A. Enrollment in Electronic Funds Transfer: The service provider shall provide ICE with the information needed to make payments by electronic funds transfer (EFT). The service provider shall identify their financial institution and related information on Standard Form 3881, Automated Clearing House (ACH) Vendor Miscellaneous Payment Enrollment Form https://www.gsa.gov/forms-library/ach-vendormiscellaneous-payment-enrollment. The service provider shall submit a completed SF 3881 to ICE payment office prior to submitting its initial request for payment under this agreement. If the EFT data changes, the service provider shall be responsible for providing updated information to the ICE payment office.

B. SAM Registration: The service provider shall maintain an active registration in System for Award Management (SAM) at the time of award and throughout the life of this agreement. The service provider shall be registered to receive "All Awards" in their SAM registration. The SAM website can be found at www.sam.gov.

C. Consolidated Invoicing: Service providers shall submit invoices for salary, overtime, and benefits by the 10th day of the subsequent month after the enforcement action is performed Service providers shall submit invoices for incentive payments by the 10th day after the end of the federal fiscal year quarter (Jan. 10th, Apr. 10th, Jul. 10th, Oct. 10th)

Article 9. Hold Harmless Provisions

Unless specifically addressed by the terms of this agreement, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees to the extent authorized under the applicable law.

A. Service Provider Held Harmless: ICE liability for any injury, damage or loss to persons or property caused by the negligent or tortuous conduct of its own officers, employees, and other persons provided coverage pursuant to Federal law is governed by the Federal Tort Claims Act, 28 USC 2691 *et seq.* (FTCA). Compensation for work related injuries for ICE's officers, employees and covered persons is governed by the Federal Employees Compensation Act (FECA). The service provider shall promptly notify ICE of any claims or lawsuits filed against any ICE employees of which the service provider is notified.

B. Federal Government Held Harmless: Service provider liability for any injury, damage or loss to persons or property arising out of the performance of this agreement and caused by the negligence of its own officers, employees, agents and representatives is governed by the applicable State and/or local law. ICE will promptly notify the service provider of any claims filed against any of the service provider's employees of which ICE is notified. The Federal Government will be held harmless for any injury, damage or loss to persons

or property caused by a service provider employee arising in the performance of this agreement.

A. Defense of Suit: In the event an ICE detained alien files suit against the service provider contesting the legality of the alien's ICE detention under this agreement and/or immigration/citizenship status, or an alien files suit as a result of an administrative error or omission of the Federal Government, ICE will request that the United States Department of Justice (DOJ), as appropriate, move either to have the service provider dismissed from such suit; to have ICE substituted as the proper party defendant; or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, ICE will request that DOJ be responsible for the defense of any suit on these grounds. Nothing in this agreement limits the discretion of DOJ on any litigation matters.

B. ICE Recovery Right: The service provider shall do nothing to prejudice ICE's right to recover against third parties for any loss, destruction of, or damage to U.S. Government property. Upon request from the CO, the service provider shall furnish to ICE all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of ICE in obtaining recovery.

Article 10. Financial Records

A. Retention of Records: All supporting documents, arrest sheets, and other records pertinent to service agreements or subordinate agreements under this agreement shall be retained by the service provider in accordance with the NARA records schedule for purposes of federal examinations and audit. The retention period begins at the end of the first year of completion of service under the agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular NARA record retention period, whichever is later. Retention of records requirements can be found in Attachment 8.

B. Access to Records: ICE and the Comptroller General of the United States, or any of their authorized representatives, have the right of access to any pertinent books, documents, papers or other records of the service provider or its subcontractors, which are pertinent to the award, to make audits, examinations, excerpts, and transcripts. The rights of access must not be limited to the required retention period but shall last as long as the records are retained.

Article 11. Labor Standards and Wage Determination

A. The Service Contract Act, 41 U.S.C. 351 et seq., Title 29, Part 4 Labor Standards for Federal Service Contracts, is hereby incorporated as Attachment 1. These standards and provisions are included in every contract and service agreement entered by the United

States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees.

B. Wage Determination: Each service employee employed in the performance of this agreement shall be paid not less than the minimum prevailing wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination applicable under this agreement. The wage determination, issued under the Service Contract Labor Standards statute, by the Administrator, Wage and Hour Division, U.S. Department of Labor, will be updated on the annual anniversary of the service agreement with the most recent applicable wage determination.

C. The service provider shall notify the CO of any increase claimed within 30 calendar days after receiving a new wage determination unless this notification period is extended in writing by the CO. Requested increases shall only include the service provider's actual increase in applicable wages and fringe benefits to the extent the increase is made to comply with the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Article 12. Notification and Public Disclosures

A. Information obtained or developed because of this agreement is under the control of ICE and is subject to public disclosure only pursuant to the provisions of applicable Federal laws (such as FOIA), regulations, and Executive Orders or as ordered by a Court. The Service provider is prohibited from disclosing any information relating to ICE aliens pursuant to 8 C.F.R § 236.6. If the service provider receives a request for such information through, for example relevant State sunshine laws or another mechanism, the service provider shall promptly notify the ICE FOIA Officer and inform the requester to submit a FOIA request directly to the ICE FOIA Office. To the extent the service provider intends to release the agreement or any information relating to, or exchanged under, this agreement, the service provider agrees to coordinate with the ICE FOIA Officer prior to such release. The service provider may, at its discretion, communicate the substance of this agreement when requested. ICE understands that this agreement will become a public document when presented to the service provider's governing body for approval.

B. The service provider shall notify the ICE Office of Congressional Relations when a member of the United States Congress requests information, or the CO and the ICE Office of Congressional Relations when he/she makes a request to visit the facility. The service provider shall coordinate all public information related issues pertaining to ICE aliens with ICE. The service provider shall promptly make public announcements stating the facts of unusual or newsworthy incidents to local media. Examples of such events include, but are not limited to deaths, escapes from custody, and facility emergencies. All

press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs.

C. With respect to public announcements and press statements, the service provider shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not reflect the position of the United States government in any public presentations they make or articles they write that relate to any aspect of performance or the facility operations.

Article 13. Privacy

A. The service provider shall comply with the Privacy Act of 1974 ("the Act") and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the agreement specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the service provider is to perform. The service provider shall also include the Privacy Act into all subcontracts when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

B. In the event of violations of the act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For the purposes of the act, when the agreement is for the operation of a system of records on individuals to accomplish an agency function, the service provider is considered to be an employee of the Agency.

1. "Operation of a system of records," as used in this article, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

2. "Record," as used in this article, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

3. "System of records on individuals," as used in this article, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

Article 14. Quality Control

The service provider is responsible for management and quality control actions, including the actions of credentialed TFOs, necessary to meet the quality standards set forth in the agreement.

TITLE 29—LABOR

This attachment is updated as of June 2022. The standards for Title 29, Part 4, Subpart A can be found at https://www.ecfr.gov/current/title-29/subtitle-A/part-4/subpart-A.

PART 4 LABOR STANDARDS FOR FEDERAL SERVICE CONTRACTS

Subpart A Service Contract Labor Standards Provisions and Procedures

Sec. 4.6 Labor standards clauses for Federal service contracts exceeding $2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

(a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).

(b)

(1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

(ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after

such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

(3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.

(c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

(d)

(1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

(2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and

fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

(g)

(1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the

information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name and address and social security number of each employee.
(ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
(iii) The number of daily and weekly hours so worked by each employee.
(iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
(v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.
(vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to § 4.6(l)(2).

(2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the

contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

(j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term contractor as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term Government prime contractor.

(k)

(1) As used in these clauses, the term service employee means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term service employee includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for informational purposes only:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee Class	Monetary wage-fringe benefit

(l)

(1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime

contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

(2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

(m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

(n)

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than

the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

(p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

(q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than $30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531. To utilize this proviso:

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(r) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

Paragraph	OMB Control No.
(b)(2)(iv)-(iv)	1235-0007
(e)	1235-0007
(g)(1)(i)-(iv)	1235-0007
	1235-0018
(g)(1)(v)-(vi)	1235-0007
(l)(1),(2)	1235-0007
(q)(3)	1235-0007

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996; 82 FR 2224, Jan. 9, 2017]

Combating Trafficking in Persons

(a) *Definitions*. As used in the below article—

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Commercially available off-the-shelf (COTS) item" means –

(1) Any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract, agreement, or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the service provider directly engaged in the performance of work under the agreement who has other than a minimal impact or involvement in performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, which are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

(i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;

(ii) Advertising

(iii) Obtaining permanent or temporary labor certification, including any associated fees;

(iv) Processing applications and petitions;

(v) Acquiring visas, including any associated fees;

(vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;

(viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;

(ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

(xi) Transportation and subsistence costs-

(A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(B) From the airport or disembarkation point to the worksite;

(xii) Security deposits, bonds, and insurance; and

(xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

(i) Paid in property or money;

(ii) Deducted from wages;

(iii) Paid back in wage or benefit concessions;

(iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or

(v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

(A) Agents;
(B) Labor brokers;
(C) Recruiters;
(D) Staffing firms (including private employment and placement firms);
(E) Subsidiaries/affiliates of the employer;
(F) Any agent or employee of such entities; and
(G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract, agreement, or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a service provider or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a zero-tolerance policy regarding trafficking in persons. The service provider and service provider employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the agreement;

(2) Procure commercial sex acts during the period of performance of the agreement; or

(3) Use forced labor in the performance of the agreement.

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees or potential employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract, agreement, or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract, agreement, or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this Article shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this Article are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The service provider shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the service provider shall not only offer return transportation to a witness at a time

when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this Article apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law, contract, or agreement, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least 5 calendar days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Service Provider Requirements*. The service provider shall—

(1) Notify its employees of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this Article; and (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the agreement, reduction in benefits, or termination of employment; and
(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this Article.

(d) *Notification.* The service provider shall inform the CO immediately of—

(1) (i)Any credible information it receives from any source (including host country law enforcement) that alleges a service provider employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this Article (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that Article is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the service provider has credible evidence of fraud); and (ii)Any actions taken against service provider employees, subcontractors, or subcontractor employees pursuant to this Article.

(2) If the allegation may be associated with more than one contract, the service provider shall inform the CO for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the service provider's failure to comply with the requirements of paragraphs (c), (d), or (f) of this Article may result in—

(1) Requiring the service provider to remove a service provider employee or employees from the performance of the agreement;
(2) Requiring the service provider to terminate a subcontract;
(3) Suspension of contract payments until the service provider has taken appropriate remedial action;
(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined service provider non-compliance;

(5) Declining to exercise available options under the agreement;
(6) Termination of the agreement for default or cause, in accordance with the termination Article of this contract; or
(7) Suspension or debarment.

(f) *Mitigating Factor*.

When determining remedies, the CO may consider the following:

(1) Mitigating factors. The service provider had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, which may include reparation to victims for such violations.

(2) Aggravating factors. The service provider failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the CO to do so.

(g) *Full cooperation.* (1) The service provider shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any service provider rights arising in law, the FAR, or the terms of the agreement. It does not-

(i) Require the service provider to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the service provider, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the service provider from-

(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the agreement or related to a potential or disclosed violation.

(h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the agreement that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) The service provider shall maintain a compliance plan during the performance of the agreement that is appropriate-

(i) To the size and complexity of the agreement; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following.

(i) An awareness program to inform service provider employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this Article, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the service provider or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this Article) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting. (i) The service provider shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the service provider's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the service provider shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The service provider shall provide the compliance plan to the CO upon request.

(5) Certification. Annually after receiving an award, the service provider shall submit a certification to the CO that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this Article and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the service provider's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this Article have been found, the service provider or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.* (1) The service provider shall include the substance of this article, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this Article apply only to any portion of the subcontract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $550,000.

(2) If any subcontractor is required by this Article to submit a certification, the service provider shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this Article.

A. Information Governance and Privacy

PRIVACY REQUIREMENTS FOR CONTRACTOR AND PERSONNEL

In addition to FAR 52.224-1 Privacy Act Notification (APR 1984), 52.224-2 Privacy Act (APR 1984), FAR 52.224-3 Privacy Training (JAN 2017), and HSAR Clauses, the following instructions must be included in their entirety in all contracts.

Limiting Access to Privacy Act and Other Sensitive Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984), and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DHS system of records notices (SORNs) applicable to this Privacy Act information may be found at https://www.dhs.gov/system-records-notices-sorns. Applicable SORNS of other agencies may be accessed through the agencies' websites or by searching GovInfo, available at https://www.govinfo.gov that replaced the FDsys website in December 2018. SORNs may be updated at any time.

Prohibition on Performing Work Outside a Government Facility/Network/Equipment

The contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or Workplace as a Service (WaaS) if WaaS is authorized by the statement of work. Government information shall remain within the confines of authorized Government networks at all times. Except where telework is specifically authorized within this contract, the contractor shall perform all tasks described in this document at authorized Government facilities; the contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of telework authorizations.

Prior Approval Required to Hire Subcontractors

The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

Separation Checklist for Contractor Employees

Contractor shall complete a separation checklist before any employee or Subcontractor employee terminates working on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposal of sensitive personally identifiable information (PII), in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and

(3) termination of any technological access to the contractor's facilities or systems that would permit the terminated employee's access to sensitive PII.

In the event of adverse job actions resulting in the dismissal of an employee or Subcontractor employee, the contractor shall notify the Contracting Officer's Representative (COR) within 24 hours. For normal separations, the contractor shall submit the checklist on the last day of employment or work on the contract.

As requested, contractors shall assist the ICE Point of Contact (ICE/POC), Contracting Officer, or COR with completing ICE Form 50-005/Contractor Employee Separation Clearance Checklist by returning all Government-furnished property including but not limited to computer equipment, media, credentials and passports, smart cards, mobile devices, PIV cards, calling cards, and keys and terminating access to all user accounts and systems.

Contractor's Commercial License Agreement and Government Electronic Information Rights

Except as stated in the Performance Work Statement and, where applicable, the contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and are considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

Privacy Lead Requirements

If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy documentation, the contractor shall assign or procure a Privacy Lead, to be listed under the SOW or PWS's required Contractor Personnel section. The Privacy Lead shall be responsible for providing adequate support to DHS to ensure DHS can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance. The Privacy Lead shall work with personnel from the program office, the ICE Privacy Unit, the Office of the Chief Information Officer, and the Records and Data Management Unit to ensure that the privacy documentation is kept on schedule, that the answers to questions in the PIA are thorough and complete, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

The Privacy Lead:

- Must have excellent writing skills, the ability to explain technology clearly for a non-technical audience, and the ability to synthesize information from a variety of sources.
- Must have excellent verbal communication and organizational skills.
- Must have experience writing PIAs. Ideally the candidate would have experience writing PIAs for DHS.
- Must be knowledgeable about the Privacy Act of 1974 and the E-Government Act of 2002.
- Must be able to work well with others.

If a Privacy Lead is already in place with the program office and the contract involves IT system builds or substantial changes that may require privacy documentation, the requirement for a separate Private Lead specifically assigned under this contract may be waived provided the contractor agrees to have the existing Privacy Lead coordinate with and support the ICE Privacy POC to ensure privacy concerns are proactively reviewed and so ICE can complete any required PTA, PIA, SORN, or other supporting documentation to support privacy compliance if required. The contractor shall work with personnel from the program office, the ICE Office of Information Governance and Privacy, and the Office of the Chief Information Officer to ensure that the privacy documentation is kept on schedule, that the answers to questions in any privacy documents are thorough and complete, that all records management requirements are met, and that questions asked by the ICE Privacy Unit and other offices are answered in a timely fashion.

Privacy Expectations

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

B. Data Ownership

1. Accessibility of Government-owned Data

All stored program data associated with this acquisition shall be owned by the Government. As such, it shall be made accessible to the Government in accordance with the Minimum Data Access Capability described below. This accessibility is required to allow full data transparency, flexibility in performing data analytics, and integration with data from other government programs.

In addition to the Minimum Data Access Capability, the Government prefers, but does not require, that program data be accessible via Enhanced Access Capabilities as described below.

Definition of **"program data"**: Program Data refers to any data resulting from ICE and DHS organizational activity. Examples of such data include but are not limited to administrative data resulting from human resource, management, and financial actions, as well as operational data resulting from performance of the ICE mission.

Definition of "**associated with this acquisition"**: Program Data is associated with an acquisition if it is created by DHS organizational activity that is facilitated by the contractor. Examples of how a contractor might facilitate organizational activity follow:

- Program data is stored by contractor personnel
- Program data is stored by software that is managed, developed, or used by the contractor

- Program data is stored in a repository that is managed, developed, or used by the contractor

2. Minimum Data Access Capability

- The current version of all Program Data is accessible to the Government within 24 hours of request, as well as on any pre-defined schedule as required by the Government.

  Data access can occur by various means, provided that Government security requirements are met, and data is accessible in a format that is acceptable to the Government. Examples include but are not limited to APIs that are consumable by the Government, files made available for Government download (e.g., Excel Spreadsheets), or direct database query by federal or contractor personnel.

- The contractor shall format program data accessed by the Government to anticipate the maximum file size of any data to be accessed. File size shall be small enough to assure rapid processing by government applications.

- The contractor shall provide the means for the Government to interpret accessible Program Data as follows:

  - Data elements and groupings of data elements shall be clearly identifiable by labels embedded in the data itself, or by a separate schema or file layout which allows such elements and groupings to be identified.
    In the case of a relational database schema defined through Data Definition Language (DDL), data elements would be represented as columns, and groupings of data would be represented as tables. In addition, relationships between tables would be described as foreign key relations.
  - Labels or names used to identify data elements and groupings of data elements shall be approved by the Government. In addition, each label or name shall be associated with a government approved definition which describes the content of data held therein.
  - Program data delivered to the Government shall conform to the Government approved definition for each data element and grouping of data elements.
  - All data accessible by the Government shall be both machine readable and human-readable in plain text.
  - All reference data associated with Program Data also needs to be accessible to the Government. Such reference data is required to provide complete understanding of a record.

    Reference Data Example: Program data may include a city code which uniquely identifies a city. Reference data associated with a city code may include its name, geographic boundaries, population, median income, etc. This example is provided for clarification of the meaning of reference data and may or may not apply to this specific acquisition. Examples of other reference data codes would include codes representing eye color, gender, country of origin, etc.

3. Enhanced Access Capabilities

The Government prefers that sharing of program data take place via an Application Programming Interface (API) or multiple APIs. APIs allow the Government to efficiently consume data via a widely recognized standard where the data has been completely abstracted from the technology platform that produces it.

In addition, the Government prefers that sharing of program data take place using techniques that enhance efficiency, such as Change Data Capture (CDC). CDC enhances efficiency of data transfer by providing only incremental updates to program data as opposed to providing all program data each time data is shared.

C. Records Management

REC: 1.1: Required DHS Basic Records Management Training: The contractor shall provide DHS basic records management training for all Government contractor employees and Subcontractors at the outset of their work on the contract and every year thereafter. A hardcopy of the training will be provided as vendors will not have access to ICE systems The contractor shall maintain copies of certificates as a record of compliance. The contractor must submit an annual e-mail notification to the Contracting Officer's Representative that the required training has been completed for all the contractor's employees and Subcontractors.

REC 1.2: Federal Records are the Property of the U.S. Government: The contractor shall treat all federal records (as defined in 44 U.S.C. § 3301) under the contract as the property of the U.S. Government for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. Any records containing information regarding detainees are considered Federal records and the contractor shall comply with 8 C.F.R. §236.6. The contractor shall not retain, use, sell, or disseminate copies of any deliverable without the expressed permission of the Contracting Officer or Contracting Officer's Representative. As consistent with Federal records schedules and the terms of this contract, the contractor shall certify in writing the destruction or return of all Government data at the conclusion of the contract or at a time otherwise specified in the contract. Prior to any destruction, the contractor shall consult with the Contracting Officer or Contracting Officer's Representative to ensure any such destruction follows the governing National Archives and Records Administration (NARA) records control schedule. The Agency owns the rights to all information and records produced as part of this contract.

REC 1.3: Contractor Shall Not Create or Maintain Unauthorized Records: The contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records. The contractor shall not create or maintain any records containing any Government agency data that are not specifically tied to or authorized by the contract.

REC 1.4: Agency Owns Rights to Electronic Information: The Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases) and all supporting documentation created as part of this contract. The contractor must deliver sufficient technical documentation with all data deliverables to permit the Agency to use the data.

REC 1.5: Comply With All Records Management Requirements: The contractor agrees to comply with Federal records management laws, regulations, and Agency policies, including those associated with the safeguarding of records covered by the Privacy Act of 1974, 44 U.S. Code Chapter 31 (Records Management By Federal Agencies), and CFR Title 36 Chapter XII Subchapter B (Records Management). These include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

REC 1.6: No Disposition of Documents without Prior Written Consent: No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the governing NARA records control schedules. The contractor must report any unlawful or accidental removal, defacing, alteration, or destruction of records to the COR immediately upon discovery.

REC 1.7: Return of all Federal and Agency Records: Upon termination or expiration of the contract, the Contractor must return all Federal and Agency records created or maintained as part of the contract. These records must be returned to the Contracting Officer, Contracting Officer's Representative, or other Designated Agency Representative in a format that ensures they are accessible to the Agency without the use of proprietary software that requires the Agency to engage in additional acquisition or procurement actions.

REC 1.8: Submission of a Records Plan: Prior to the start of the contract, the contractor must submit a Records Plan outlining how it will maintain ICE records throughout the duration of the contract period. The plan must include the following items:

a. A statement acknowledging awareness of relevant General Records Schedules (GRS); DHS records schedules; and ICE records schedules and their intent to comply with the applicable retention requirements. (ICE records schedules can be found at the following link: Records Control Schedules | National Archives)
b. A summary of recordkeeping activities it plans to undertake to ensure all records are properly maintained during the entire records lifecycle (e.g., creation, disposition, etc.). This summary must include where and how ICE records will be stored in an acceptable climate-controlled environment.
c. A summary of electronic recordkeeping activities it plans to undertake to ensure compliance with electronic records management (ERM) practices that are currently underway in ICE (e.g., cloud storage, metadata management, etc.). The plan must include details regarding any video/audio records it creates or uses and how they will be stored during lengthy periods of time.
d. A point of contact for addressing recordkeeping issues and rectifying any discrepancies noted during a records assessment and/or inspection.

The Records Plan must be approved by the ICE Records Officer no sooner 30 days before the start of the contract period.

D. Compliance with DHS Security Policy Terms and Conditions:

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and DHS 4300A Sensitive Systems Handbook.

E. Security Review Terms and Conditions

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Representative (COR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

F. Contractor Employee Access (July 2023)

(a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

> (i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or
>
> (ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans,

contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

Alternate II (JULY 2023)

When the Department has determined contract employee access to controlled unclassified information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to information resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their proposals, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

G. Safeguarding of Controlled Unclassified Information (July 2023)

(a) *Definitions*. As used in this clause—

Adequate Security means security protections commensurate with the risk resulting from the unauthorized access, use, disclosure, disruption, modification, or destruction of information. This includes ensuring that information hosted on behalf of an agency and information systems and applications used by the agency operate effectively and provide appropriate confidentiality, integrity, and availability protections through the application of cost-effective security controls.

Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, "Chemical Facility Anti-Terrorism Standards," and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual "Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information" dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, "Protection of Sensitive Security Information," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, "Sensitive Security Information (SSI)" and, within the Transportation Security Administration, TSA MD 2810.1, "SSI Program";

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an

individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

Federal information means information created, collected, processed, maintained, disseminated, disclosed, or disposed of by or for the Federal Government, in any medium or form.

Federal information system means an information system used or operated by an agency or by a Contractor of an agency or by another organization on behalf of an agency.

Handling means any use of controlled unclassified information, including but not limited to marking, safeguarding, transporting, disseminating, re-using, storing, capturing, and disposing of the information.

Incident means an occurrence that—

(1) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or

(2) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.

Information Security means protecting information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide—

(1) Integrity, which means guarding against improper information modification or destruction, and includes ensuring information nonrepudiation and authenticity;

(2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and

(3) Availability, which means ensuring timely and reliable access to and use of information.

Information System means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

(b) *Handling of Controlled Unclassified Information.*

(1) Contractors and subcontractors must provide adequate security to protect CUI from unauthorized access and disclosure. Adequate security includes compliance with DHS policies and procedures in effect at the time of contract award. These policies and procedures are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*.

(2) The Contractor shall not use or redistribute any CUI handled, collected, processed, stored, or transmitted by the Contractor except as specified in the contract.

(3) The Contractor shall not maintain SPII in its invoicing, billing, and other recordkeeping systems maintained to support financial or other administrative functions. It is acceptable to maintain in these systems the names, titles, and contact information for the Contracting Officer's Representative (COR) or other government personnel associated with the administration of the contract, as needed.

(4) Any government data provided, developed, or obtained under the contract, or otherwise under the control of the Contractor, shall not become part of the bankruptcy estate in the event a Contractor and/or subcontractor enters bankruptcy proceedings.

(c) *Incident Reporting Requirements.*

(1) Contractors and subcontractors shall report all known or suspected incidents to the Component Security Operations Center (SOC) in accordance with Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*. If the Component SOC is not

available, the Contractor shall report to the DHS Enterprise SOC. Contact information for the DHS Enterprise SOC is accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors.* Subcontractors are required to notify the prime Contractor that it has reported a known or suspected incident to the Department. Lower tier subcontractors are required to likewise notify their higher tier subcontractor, until the prime contractor is reached. The Contractor shall also notify the Contracting Officer and COR using the contact information identified in the contract. If the report is made by phone, or the email address for the Contracting Officer or COR is not immediately available, the Contractor shall contact the Contracting Officer and COR immediately after reporting to the Component or DHS Enterprise SOC.

(2) All known or suspected incidents involving PII or SPII shall be reported within 1 hour of discovery. All other incidents shall be reported within 8 hours of discovery.

(3) CUI transmitted via email shall be protected by encryption or transmitted within secure communications systems. CUI shall be transmitted using a *FIPS 140-2/140-3 Security Requirements for Cryptographic Modules* validated cryptographic module identified on *https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules*. When this is impractical or unavailable, for Federal information systems only, CUI may be transmitted over regular email channels. When using regular email channels, Contractors and subcontractors shall not include any CUI in the subject or body of any email. The CUI shall be included as a password-protected attachment with the password provided under separate cover, including as a separate email. Recipients of CUI information will comply with any email restrictions imposed by the originator.

(4) An incident shall not, by itself, be interpreted as evidence that the Contractor or Subcontractor has failed to provide adequate information security safeguards for CUI or has otherwise failed to meet the requirements of the contract.

(5) If an incident involves PII or SPII, in addition to the incident reporting guidelines in Attachment F, *Incident Response*, to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems*, Contractors shall also provide as many of the following data elements that are available at the time the incident is reported, with any remaining data elements provided within 24 hours of submission of the initial incident report:

(i) Unique Entity Identifier (UEI);
(ii) Contract numbers affected unless all contracts by the company are affected;
(iii) Facility CAGE code if the location of the event is different than the prime Contractor location;
(iv) Point of contact (POC) if different than the POC recorded in the System for Award Management (address, position, telephone, and email);
(v) Contracting Officer POC (address, telephone, and email);

(vi) Contract clearance level;
(vii) Name of subcontractor and CAGE code if this was an incident on a subcontractor network;
(viii) Government programs, platforms, or systems involved;
(ix) Location(s) of incident;
(x) Date and time the incident was discovered;
(xi) Server names where CUI resided at the time of the incident, both at the Contractor and subcontractor level;
(xii) Description of the government PII or SPII contained within the system; and
(xiii) Any additional information relevant to the incident.

(d) *Incident Response Requirements.*

(1) All determinations by the Department related to incidents, including response activities, will be made in writing by the Contracting Officer.

(2) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of incidents.

(3) Incident response activities determined to be required by the Government may include, but are not limited to, the following:

(i) Inspections;
(ii) Investigations;
(iii) Forensic reviews;
(iv) Data analyses and processing; and
(v) Revocation of the Authority to Operate (ATO), if applicable.

(4) The Contractor shall immediately preserve and protect images of known affected information systems and all available monitoring/packet capture data. The monitoring/packet capture data shall be retained for at least 180 days from submission of the incident report to allow DHS to request the media or decline interest.

(5) The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in incident response activities.

(e) *Certificate of Sanitization of Government and Government-Activity-Related Files and Information.* Upon the conclusion of the contract by expiration, termination, cancellation, or as otherwise indicated in the contract, the Contractor shall return all CUI to DHS and/or destroy it physically and/or logically as identified in the contract unless the contract states that return and/or destruction of CUI is not required. Destruction shall conform to the guidelines for media sanitization contained in NIST SP 800–88, *Guidelines for Media Sanitization*. The Contractor shall certify and confirm the sanitization of all government and government-activity related files and

information. The Contractor shall submit the certification to the COR and Contracting Officer following the template provided in NIST SP 800–88, *Guidelines for Media Sanitization*, Appendix G.

(f) *Other Reporting Requirements.* Incident reporting required by this clause in no way rescinds the Contractor's responsibility for other incident reporting pertaining to its unclassified information systems under other clauses that may apply to its contract(s), or as a result of other applicable statutory or regulatory requirements, or other U.S. Government requirements.

(g) *Subcontracts.* The Contractor shall insert this clause in all subcontracts and require subcontractors to include this clause in all lower tier subcontracts when subcontractor employees will have access to CUI; CUI will be collected or maintained on behalf of the agency by a subcontractor; or a subcontractor information system(s) will be used to process, store, or transmit CUI.

(End of clause)

ALTERNATE I (JULY 2023)

(h) *Authority to Operate*. The Contractor shall not collect, process, store, or transmit CUI within a Federal information system until an ATO has been granted by the Component or Headquarters CIO, or designee. Once the ATO has been granted by the Government, the Contracting Officer shall incorporate the ATO into the contract as a compliance document. Unless otherwise specified in the ATO letter, the ATO is valid for 3 years. An ATO is granted at the sole discretion of the Government and can be revoked at any time. Contractor receipt of an ATO does not create any contractual right of access or entitlement. The Government's grant of an ATO does not alleviate the Contractor's responsibility to ensure the information system controls are implemented and operating effectively.

(1) *Complete the Security Authorization process.* The Security Authorization (SA) process shall proceed according to DHS Policy Directive 4300A *Information Technology System Security Program, Sensitive Systems* (Version 13.3, February 13, 2023), or any successor publication; and the *Security Authorization Process Guide*, including templates. These policies and templates are accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*.

(i) *Security Authorization Package*. The SA package shall be developed using the government-provided Security Requirements Traceability Matrix and SA templates. The SA package consists of the following: Security Plan, Contingency Plan, Contingency Plan Test Results, Configuration Management Plan, Security Assessment Plan, Security Assessment Report, and Authorization to Operate Letter. Additional documents that may be required include a Plan(s) of Action and Milestones and Interconnection Security Agreement(s). The Contractor shall submit a signed copy of the SA package, validated by an independent third party, to the COR for review and approval by the Component or Headquarters CIO, or designee, at least 30 days prior to the date of operation of the information system. The Government is the final authority on the compliance of the SA package and may limit the number of resubmissions of modified documents.

(ii) *Independent Assessment*. Contractors shall have an independent third party validate the security and privacy controls in place for the information system(s). The independent third party shall review and analyze the SA package, and report on technical, operational, and management level deficiencies as outlined in NIST SP 800–53, *Security and Privacy Controls for Information Systems and Organizations*, or successor publication, accessible at *https://csrc.nist.gov/publications/sp*. The Contractor shall address all deficiencies before submitting the SA package to the COR for review.

(2) *Renewal of ATO.* Unless otherwise specified in the ATO letter, the Contractor shall renew the ATO every 3 years. The Contractor is required to update its SA package as part of the ATO renewal process for review and verification of security controls. Review and verification of security controls is independent of the system production date and may include onsite visits that involve physical or logical inspection of the Contractor environment to ensure controls are in place. The updated SA package shall be submitted for review and approval by the Component or Headquarters CIO, or designee, at least 90 days before the ATO expiration date. The Contractor shall update its SA package by one of the following methods:

(i) Updating the SA package in the DHS Information Assurance Compliance System; or

(ii) Submitting the updated SA package directly to the COR.

(3) *Security Review.* The Government may elect to conduct periodic reviews to ensure that the security requirements contained in the contract are being implemented and enforced. The Government, at its sole discretion, may obtain assistance from other Federal agencies and/or third-party firms to aid in security review activities. The Contractor shall afford DHS, the Office of the Inspector General, other government organizations, and Contractors working in support of the Government access to the Contractor's facilities, installations, operations, documentation, databases, networks, systems, and personnel used in the performance of this contract. The Contractor shall, through the Contracting Officer and COR, contact the Component or Headquarters CIO, or designee, to coordinate and participate in review and inspection activity by government organizations external to DHS. Access shall be provided, to the extent necessary as determined by the Government (including providing all requested images), for the Government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of government data or the function of computer systems used in performance of this contract and to preserve evidence of computer crime.

(4) *Federal Reporting and Continuous Monitoring Requirements.* Contractors operating information systems on behalf of the Government shall comply with Federal reporting and information system continuous monitoring requirements. Reporting requirements are determined by the Government and are defined in the Fiscal Year 2015 DHS Information Security Performance Plan, or successor publication, accessible at *https://www.dhs.gov/dhs-security-and-training-requirements-contractors*. The plan is updated on an annual basis.

Annual, quarterly, and monthly data collection will be coordinated by the Government. The Contractor shall provide the Government with all information to fully satisfy Federal reporting requirements for information systems. The Contractor shall provide the COR with requested information within 3 business days of receipt of the request. Unless otherwise specified in the contract, monthly continuous monitoring data shall be stored at the Contractor's location for a period not less than 1 year from the date the data are created. The Government may elect to perform information system continuous monitoring and IT security scanning of information systems from government tools and infrastructure.

(End of clause)

Notification of Credit Monitoring Requirements for Personally Identifiable Information Incidents (July 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

(i) Truncated SSN (such as last 4 digits);
(ii) Date of birth (month, day, and year);
(iii) Citizenship or immigration status;
(iv) Ethnic or religious affiliation;
(v)Sexual orientation;
(vi) Criminal history;
(vii) Medical information; and
(viii) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *PII and SPII Notification Requirements.*

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.

(3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

(i) A brief description of the incident;
(ii) A description of the types of PII or SPII involved;
(iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
(iv) Steps individuals may take to protect themselves;
(v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
(vi) Information identifying who individuals may contact for additional information.

(c) *Credit Monitoring Requirements.* The Contracting Officer may direct the Contractor to:

(1) Provide notification to affected individuals as described in paragraph (b).

(2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

(i) Triple credit bureau monitoring;
(ii) Daily customer service;

(iii) Alerts provided to the individual for changes and fraud; and
(iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.

(3) Establish a dedicated call center. Call center services shall include:

(i) A dedicated telephone number to contact customer service within a fixed period;
(ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
(iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;
(iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
(v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and
(vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

(End of clause)

Information Technology Security Awareness Training (July 2023)

(a) *Applicability.* This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) *Security Training Requirements*.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user's responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer's Representative (COR) not later than thirty (30) days after contract award. Subsequent training certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable

for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at http://www.dhs.gov/dhs-security-and-training-requirements-contractors. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

Privacy Training – Alternate I (DEVIATION)(July 2023)

(a) *Definition.* As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A–130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing *Privacy at DHS: Protecting Personal Information* accessible at *http://www.dhs.gov/dhs-security-and-training-requirements-contractors*. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will—

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

287(g) ERO - Electronic Payment Request

Requisition Number:	N/A
ALC:	**70-19-1512**
Date:	
Appropriation Remarks 1 (Bank's Name):	
Appropriation Remarks 2 (Street Address):	
Appropriation Remarks 3 (City, State, Zip):	
Appropriation Remarks 4 (POC Name and Phone #):	
Beneficiary (Agency) Name:	
Beneficiary Bank:	
Depositor Account Number (Receiving Bank):	
Receiving Bank ABA:	
Product Code (BTR/CTR):	CTR
RFB (Please submit incoming wire transfer fee):	
Beneficiary Bank ABA:	
BBK Remarks:	OBI
Payee Remarks 1:	N/A
Payee Remarks 2:	N/A
Payment Amount (Stipend Amount Only):	
Type Code:	**10**
Payee ID/TIN:	**432000174**
OI POC This Request:	Akeem Nugent
ACCS Funding String:	

If **no seizure** is tied to the case, please include funding string to be used above depending on which category the case falls under (Example: National Security, Financial, or Smuggling/Public Safety Investigation). **If there **is a seizure** tied to the case, I will fill in the ACCS funding string.

ICE 287(g) Service Provider Monthly Report

FORM SUBMISSION

EMAIL TO: **ERO287g@ice.dhs.gov**

SUBJECT: EXAMPLE COUNTY OH 287g Report SEP 2025

SERVICE PROVIDER REFERENCE INFORMATION

AOR:	(ICE will complete)
Service Provider:	Example County Sheriff's Office
Street Address:	123 Main Street
City/State/Zip:	Anytown, OH 00123
POC Name:	Sheriff Doe
POC Email:	sheriff.doe@email.com
MOA Number:	ICE12345678
SAM Registration No. (UEI):	
IRS TIN/EIN:	
COR:	Benjamin Buchta
COR Email Address:	benjamin.buchta@ice.dhs.gov
ACOR:	Lisa Perdue
ACOR Email Address:	lisa.perdue@ice.dhs.gov

INVOICE INFORMATION

Invoice Start Date:	9/1/2025
Invoice End Date:	9/30/2025
Days in Period:	30
Invoice Number:	00001
Invoice Date:	10/5/2025

TOTAL REQUEST SUMMARY

Officer Salary:		
Officer Overtime:		
Officer Benefits:		
Operational Expenses:	$	107,500.00
Total Cost:	$	107,500.00

ICE 287(g) Operational Expenses

Officer Name	287(g) Credential Number	Expense Category
DOE, JOHN	123456789	Equipment Package (One Time)
N/A	N/A	Vehicle (One Time)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*32.

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:** 9/18/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Sheriff's Office**
5) **Department Contact: Clayton Pope**
6) **Description: Addendum to PowerDMS contract to add Single Sign On feature**

7) **PEID No: 720636**
8) **Req No:**
9) **Orgkey: 211101 Sheriff Administration**
10) **Object Code: 5481000: Miscellaneous Contract Services**
11) **Vendor: Governmentjobs.cominc**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted: $223,650**
16) **Current Year Projected: $908.03**
17) **Year 2: $1,217**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: $2,125.03**

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:** 7/7/2026
26) **Contract # Issued by Purchasing Department: 227210**

NOTES: HB1295 Requested -

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	9/18/25 12:20 pm
2	Melissa Fleming	Approve	9/18/25 3:01 pm
3	Veronica Van Horn	Approve	9/30/25 4:53 pm
4	Diana Huallpa	Delegated	10/2/25 1:10 pm
5	Christian Monterrubio	Approve	10/2/25 4:26 pm
6	Sergio Cruz	Approve	10/2/25 4:44 pm
7	Veronica Van Horn	Approve	10/2/25 5:33 pm

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-6247	**Order #:**	Q-406473
Customer:	Galveston County Sheriff's Office (TX)	**Valid Until:**	
Effective Employee Count:	560		
Sales Rep:	Julianna Kearns		

Customer Contact			
Billing Contact:	Galveston County Sheriff's Office (TX) Clayton Pope	**Shipping Contact :**	Galveston County Sheriff's Office (TX) Clayton Pope
Billing Address:	601 54th St Gavleston, TX 77551	**Shipping Address:**	601 54th St Galveston, TX 77551
Billing Contact Email:	clayton.pope@galvestoncountytx.gov	**Shipping Contact Email:**	clayton.pope@galvestoncountytx.gov
Billing Phone:	14097662300	**Shipping Phone:**	14097662300

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
PowerPolicy SSO	Recurring	10/8/2025	7/6/2026	560	$1,217.00	Employee Based	$908.03
Single Sign On Service Subscription							
PowerPolicy SSO Setup	Services			560	$0.00	Quantity Based	$0.00
						Year 1 TOTAL:	$908.03

Year 2

Item	Type	Start Date	End Date	Qty.	Price	License Type	Total (USD)
PowerPolicy SSO	Recurring	7/7/2026	7/6/2027	560	$1,217.00	Employee Based	$1,217.00
Single Sign On Service Subscription							
						Year 2 TOTAL:	$1,217.00

Total: | $2,125.03

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Galveston County Sheriff's Office (TX)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*33.

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

Consideration of approval of an Order designating that all monies that otherwise would be deposited in an Officers' Salary Fund be deposited in Galveston County's General Fund submitted by Legal Services Manager

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/30/25 7:22 pm
2	Dianna Martinez	Approve	10/1/25 9:37 am

On this, the 13th day of October 2025, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled meeting with the following members thereof present:

Mark A. 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:

An Order designating that all monies that otherwise would be deposited in an Officers' Salary Fund be deposited in Galveston County's General Fund.

Whereas, V.T.C.A., Local Government Code §154.007 provides the Commissioners' Court may, at its first regular meeting in the first month of each fiscal year, direct, by order entered in its minutes, that all money that otherwise would be deposited in an Officers' Salary Fund created under Local Government Code, Chapter 154 may be deposited in the General Fund of the County. The Commissioners' Court desires to pass this Order.

Now, Therefore, Be It Ordered as follows:

1) That pursuant to the authority given it by V.T.C.A., Local Government Code §154.007, the Commissioners' Court of Galveston County directs that for this fiscal year, all money that otherwise would be placed in the Officers' Salary Fund be deposited in the General Fund.

2) That this Order be recorded in the minutes of the Commissioners' Court.

3) That a copy of this Order be furnished by the County Clerk to the County Auditor and the County Budget Officer.

Upon Motion Duly Made and Seconded, the above **Order** was unanimously passed on this the 13th day of October 2025.

County of Galveston, Texas

By: _____
Mark A. Henry
County Judge

Attest:

_____
Dwight D. Sullivan
County Clerk

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*34.

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:** 9/26/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Sheriff Administration**
5) **Department Contact: Cecilia Carreon**
6) **Description: DEA Analyst Agreement**

7) **PEID No: 717293**
8) **Req No:**
9) **Orgkey: 211101**
10) **Object Code: 5481000**
11) **Vendor: DEA**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Sheriff Administration**
14) **Fund #: 1101**
15) **Current Year Budgeted: $102,565**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 237316**

NOTES:

HB1295 not required - Governmental agency/entity

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	9/26/25 2:32 pm
2	Melissa Fleming	Approve	9/26/25 3:44 pm
3	Veronica Van Horn	Approve	9/30/25 6:37 pm
4	Diana Huallpa	Approve	10/2/25 1:00 pm
5	Sergio Cruz	Approve	10/2/25 1:15 pm
6	Veronica Van Horn	Approve	10/2/25 2:37 pm

Analyst Agreement

This Agreement is between the County of Galveston and the United States Drug Enforcement Administration (DEA) acting on behalf of their various law enforcement agencies ("Participating Law Enforcement Agencies") and Jeanne LaQue ("Analyst"). Its purpose is for the Analyst to provide Drug Enforcement Analyst services as detailed in this Agreement.

Need for Agreement

The Participating Law Enforcement Agencies recognize there is evidence that trafficking in narcotics and dangerous drugs exist in Galveston County, Texas and that such activity has a substantial and detrimental effect on the health and general welfare of its citizens. They also recognize the importance of a centralized area to solicit, collect, review, assess, and interpret proper agencies for the investigative function. The services of an analyst are important to establishing the flow of intelligence information in a multijurisdictional task force.

Professional Expertise

Analyst represents that she possesses the ability to provide tactical, investigative/case support and strategic analysis in support of the Participating Law Enforcement Agencies' drug enforcement missions and has provided general similar services for other entities.

Scope of Services

Analyst agrees to:

1. Provide tactical, investigative/case support, and/or strategic analysis in support of Participating Law Enforcement agencies' (Other Law Enforcement Agencies) mission.
2. Collect, review, assess, and interpret data from multiple sources to enhance depth and scope of competence in analytical areas of responsibility.
3. Search/identify links among intelligence information to determine level or network of criminal activity in investigations, to identify strategic trends, and/or to broaden intelligence base.
4. Synthesize, document and disseminate evaluated intelligence in support of Participating Law Enforcement Agencies and/or multi-agency or Other Law Enforcement Agencies' investigations, strategic projects, and/or predictive intelligence requirements.

5. Prepare written products in support of the Participating Law Enforcement Agencies' mission that are clear, concise, logical, well organized, appropriate in scope, and timely; use correct format, grammar, and punctuation.
6. Prepare and conduct briefings that are thorough and appropriate to the target audience.
7. Establish and maintain liaison with Participating Law Enforcement Agencies, Other Law Enforcement Agencies and other participating agencies, and outside agency counterparts to facilitate the communication of intelligence information.
8. Participate in or represent Intelligence in Participating Law Enforcement Agencies, Other Law Enforcement Agencies and other participating agencies and other multi-agency venues, including investigations, briefings, meetings, conference, panels, and/or committees.
9. Research, collect and analyze data from a variety of sources to evaluate its reliability, validity, and relevancy.
10. Identify intelligence gaps and search for and/or develop alternative information resources.
11. Independently identify and resolve routine problems in area of responsibility.
12. Collaborate with and/or advise management in developing, prioritizing, and executing analytical areas of responsibility.
13. Inform DEA's Galveston Resident Office Task Force Resident Agent in Charge (RAC) of project status, problems, and significant developments.
14. Collaborate with others or work on teams to accomplish work-related activities or resolve problems.
15. Assist in organizing and prioritizing work logically and efficiently to ensure work products meet Participating Law Enforcement Agencies' expectations and established deadlines.
16. Distribute monthly activity reports to Participating Law Enforcement Agencies as well as Other Law Enforcement Agencies in Galveston County.
17. Conduct quarterly meetings with administrators of Participating Law Enforcement Agencies and Other Law Enforcement Agencies.

Standard of Care and Warranty

Analyst agrees that services will be performed with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions and circumstances.

Length of Contract and Termination Options

This agreement shall begin on October 1, 2025, and shall continue through September 30, 2026. It is unknown at this time whether this Agreement will be renewed.

The Participating Law Enforcement Agencies may terminate this Agreement, at any time with or without cause, by giving Analyst 15 days prior written notice. Analyst may terminate this Agreement, with or without cause, by giving the Participating Law Enforcement Agencies 15 days prior written notice.

Compensation

The compensation for Analyst's services under this Agreement shall be at the rate of $8,547.08 per month.

Invoices for services rendered are to be submitted to the RAC on a monthly basis for review. Each invoice shall include the dates of service and a brief description of services provided and the total amount owing. Upon receipt of the completed invoice, the RAC will forward it to Galveston County for processing and payment. Payment will be sent to the DEA Galveston Office at 18050 Saturn Ln., Suite 240, Nassau Bay, Texas 77058. Galveston County will also issue the 1099 Form to the Analyst.

Reimbursement of Expenses

If the Analyst is required to travel for DEA business or approved training, then the travel request is to be submitted to RAC. The appropriate supervisory authority will be obtained from the appropriate DEA supervisor in advance of the travel.

All necessary forms for DEA "Invitational Travel" will be completed and submitted for reimbursement. Only the Analyst's fully documented and related travel expenses shall be reimbursed. There shall be no reimbursement for any other out-of-pocket expenses.

Funding

Funding for this Agreement is as follows:

1) DEA	$37,765
2) Galveston County	$ 5,400
3) City of Galveston	$ 5,400
4) City of League City	$ 5,400
5) Brazoria County	$ 5,400
6) City of Dickinson	$ 5,400
7) City of Pearland	$ 5,400
8) City of Pasadena	$ 5,400
9) City of Texas City	$ 5,400
10) Harris County Pct 2	$ 5,400
11) Chambers County	$ 5,400
12) City of Baytown	$ 5,400
13) City of La Marque	$ 5,400
	$102,565

Should any portion of this funding not be forthcoming upon request by Galveston County this Agreement will be terminated.

The $2,300 in excess of the monies to be paid the Analyst will be used for incidental expenses incurred by the Participating Law Enforcement Agencies by virtue of the Agreement.

Independent Relationship

None of the provisions of this Agreement are intended to create, not shall they be deemed to create, any relationship between the Participating Law Enforcement Agencies and the Analyst other than that of independent entities contraction with each other hereunder solely for the purpose of affecting the provisions of this agreement. In the performance of the work, duties and obligations of Analyst under this agreement, it is mutually understood and agreed that the Analyst is at all times acting and performing as an independent contractor with complete control over their employees, if any, as well as over the means, manner, and method by which their services are rendered. Participating Law Enforcement Agencies shall not exercise control over Analyst except insofar as may be necessary to ensure performance and compliance with this Agreement.

Except for reimbursement of DEA supervisor approved and fully documented travel expenses, Analyst shall be solely responsible for paying the out-of-pocket expenses the Analyst incurs in providing their services. Analyst shall also maintain such liability insurance that they desire at their own expense, in addition to such workers' compensation insurance as may be required by law.

The DEA will furnish Analyst with an office, telephone, computer, and photocopier. Galveston County will furnish no other supplies, equipment, or personnel to the Analyst.

Analyst further agrees and acknowledges that, as an independent contractor, they are not eligible for, nor will they be permitted to participate in any employee benefit plans which are normally accorded to current employees of any Participating Law Enforcement Agency including vacation and sick leave, retirement plans, disability programs, medical plans, employee raises and workers' compensation.

Indemnification

Analyst shall indemnify and hold the Participating Law Enforcement Agencies harmless form and against any claim asserted by any person or entity other than an officer, director, employee or agent of Participating Law Enforcement Agencies arising out of Analyst's negligent acts, errors, or omissions.

Liability Limitation

Analyst's liability to Galveston County for any loss or damage, including, but not limited to, special and consequential damages arising out of or in connection with this Agreement from any cause, including Analyst's professional negligence, errors, or

omissions shall not exceed the sum of $7,500.

Telework

A work flexibility arrangement under which an employee, under a written Telework Agreement, performs the duties and responsibilities of the employee's position, and other authorized activities, from an approved alternate worksite other than the location from which the employee would otherwise work. Telework does not include any part of work done while on official travel or mobile work. Analyst agrees, if approved to telework, to adhere to DEA policies and procedures as noted in the DEA Telework and Remote Work Policy and Procedures Manuel (Policy Number 2611; dated May 16, 2022).

Disputed Matters

The parties will submit disputed matters that arise under this Agreement to mediation. The parties will each bear their own expenses of the mediation.

Executed on the dates set forth below, to be effective as of the date set forth above

Participating Law Enforcement Agencies

County of Galveston County

Mark Henry Date
County Judge

Drug Enforcement Administration

9/10/2025
William F. Kimbell Date
Acting Special Agent in Charge
Houston Field Division

9/5/2025
Jeanne LaQue Date
Drug Analyst

Attest:

Dwight D. Sullivan Date
County Clerk

Attachment

Participating Law Enforcement Agencies Concurrence

Jimmy Fullen, Sheriff
Galveston County Sheriff's Office — 7-31-25 Date

Doug Balli, Chief
Galveston Police Department — 8/18/25 Date

Cliff W. Woitena, Chief
League City Police Department — 8/7/25 Date

Bo Stallman, Sheriff
Brazoria County Sherriff's Office — 8/8/25 Date

Michael Berezin, Chief
Dickinson Police Department — 07/31/2025 Date

Johnny L. Spires, Chief
Pearland Police Department — 07.31.2025 Date

M.P. Jackson, Chief
Pasadena Police Department — 08-26-2025 Date

Landis J. Cravens, Chief
Texas City Police Department — 8/8/25 Date

Jerry Garcia, Constable
Harris County Precinct #2 — 08-04-25 Date

Brian C. Hawthorne, Sheriff
Chambers County Sheriff's Office — 08/01/2025 Date

John Stringer, Chief
Baytown Police Department

9/8/2025
Date

Randall Aragon, Chief
La Marque Police Department

9/3/2025
Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*35.

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

Receive and file notification for transfer of funds from Sheriff's Unreserved Fund Balance to Sheriff's Expenditure Account submitted by Sheriff's Office

Approval History

Seq #	Approver	Action	Action Date
1	Jimmy Fullen	Approve	10/2/25 2:39 pm
2	Melissa Fleming	Disapprove	10/2/25 2:47 pm
Notes:	This is a receive an file and does not required Purchasing approval. Please submit as a receive and file. Thanks MF		
3	Dianna Martinez	Approve	10/2/25 3:04 pm

Galveston County Sheriff's Office

Jimmy Fullen, Sheriff

September 17, 2025

To: Galveston County Judge Mark Henry and members of the Commissioner's Court of Galveston County.

Gentlemen,

Please accept this letter supporting my request for the transfer of $140,000 from the 'Unreserved Fund Balance" (2242-000000-3532001) to the FY 2026 expenditure accounts as specified below.

2242-211101-
5310000 Extraordinary Supplies - $60,000
5423000 Maintenance and Repairs – Service Equip - $10,000
5424000 Maintenance and Repairs – Buildings - $60,000
5600000 Miscellaneous Expenditures - $10,000

Respectfully Submitted,

Jimmy Fullen
Sheriff
Galveston County Sheriff's Office
409-766-2301

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*36.

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

Consideration of approval of a Texas City Hurricane Levee permit number TCSW-25-383 for Kinder Morgan to use the Texas City Hurricane Levee for access and maintenance of an existing pipeline submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	10/2/25 10:15 am
2	Dianna Martinez	Approve	10/3/25 10:03 am

PERMIT TO USE THE TEXAS CITY HURRICANE LEVEE FOR WORKSPACE FOR THE MAINTAINANCE OF AN EXISTING 18" KINDER MORGAN EXPOSED PIPELINE. (29.431668, -94.891933).

To Applicant: Kinder Morgan Tejas Pipeline, LLC
1001 Louisiana Street, Suite 1000
Houston, Texas 77002
Darius_Morgan@kindermorgan.com

PERMIT NUMBER: TCSW-25-383

Dear Applicant:

You are hereby granted authority to access the Texas City Hurricane Levee and the use of the workspace to maintain the existing 18-inch Kinder Morgan pipeline currently exposed in Galveston Bay as shown in Exhibit A.

Your authority is granted under the following terms, limitations and conditions.

1. Your use of the Permitted Premises is limited to the construction activity, limits and conditions as approved in the regulatory permit issued by the United States Army Corps of Engineers (USACE) Exhibit B. A USACE Section 408 permit was not required for the scope of this work. Areas affected by your activities shall be restored to existing or better conditions. Any other use of the Permitted Premises will automatically revoke this Permit.

2. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

3. The County does not warrant in any manner that any portion of Hurricane Levee is suitable for the permitted purposes.

4. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You

will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

5. Any matters relating to this permit shall be addressed to Michael Shannon, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409.770.5399, michael.shannon@co.galveston.tx.us.

6. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

7. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

8. Your operations will be performed without cost or expense to the County.

9. You agree to be responsible for all damages to the levee and levee roadway caused by your vehicles, equipment or operations or by vehicle, equipment or operations of others acting on your behalf.

10. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises and levee right-of-way including the levee drainage system, pump station and levee road resulting from your operations or the operations of others acting on your behalf in an expedient manner.

11. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

12. The County or its consultant will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

13. Any use of the Permitted Premises, other than for the maintenance of the exposed pipeline requires a new permit and surety bond. The amount of the bond required will be renegotiated.

14. You shall furnish upon Issuance date to the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person or property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not less than $250,000 per person, and $500,000 per accident, and property damage limits of not less than $100,000 per accident. Galveston County must be named additional insured on the policy.

15. **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**

16. You agree to these conditions by signing below.

Dated this _____day of _____, 2025.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

Kinder Morgan Tejas Pipeline, LLC

By: Morgan, Darius J _____
Digitally signed by Morgan, Darius J
DN: dc=com, dc=kindermorgan, ou=Houston, ou=Users, cn=Morgan, Darius J, email=Darius_Morgan@kindermorgan.com
Date: 2025.10.01 15:38:26 -05'00'

Darius Morgan
Sr. Project Manager Pipeline Engineer, PMP

Date: 9/18/2025

EXHIBIT A

Pre-Construction Meeting

Construction Phase Details

- Project Number: 2025 Tejas 202-200 Exposed Pipe in Galveston Bay
- Project Description: Installation of approximately 220 feet of Submar articulated concrete mats over existing 18-inch diameter exposed Dollar Point to Smith Point Pipeline located in the Galveston Bay.

- Construction Contractor: Pipeline Construction & Maintenance
- Construction Phase Point of Contact: Jimmy Bordeaux 409-728-0339
- Engineer of Record: Darius Morgan 713-202-9366
- Project Engineer/Manager: Darius Morgan 713-202-9366
- Closest Physical Address: Beach Drive and Bay Street
- GPS Coordinates: lat 29.431921° lon -94.891790°
- Start Date: 9/29/2025
- Project Duration: 7 days
- Other Project Contacts: Chad Soileau, KM Permitting, Cell: 337.842.1119
  Josh White, KM Ops Manager 713-823-8109
  James Caddell, ROW 281-961-2492

- Noted Changes or Deviation: None

- Misc.:

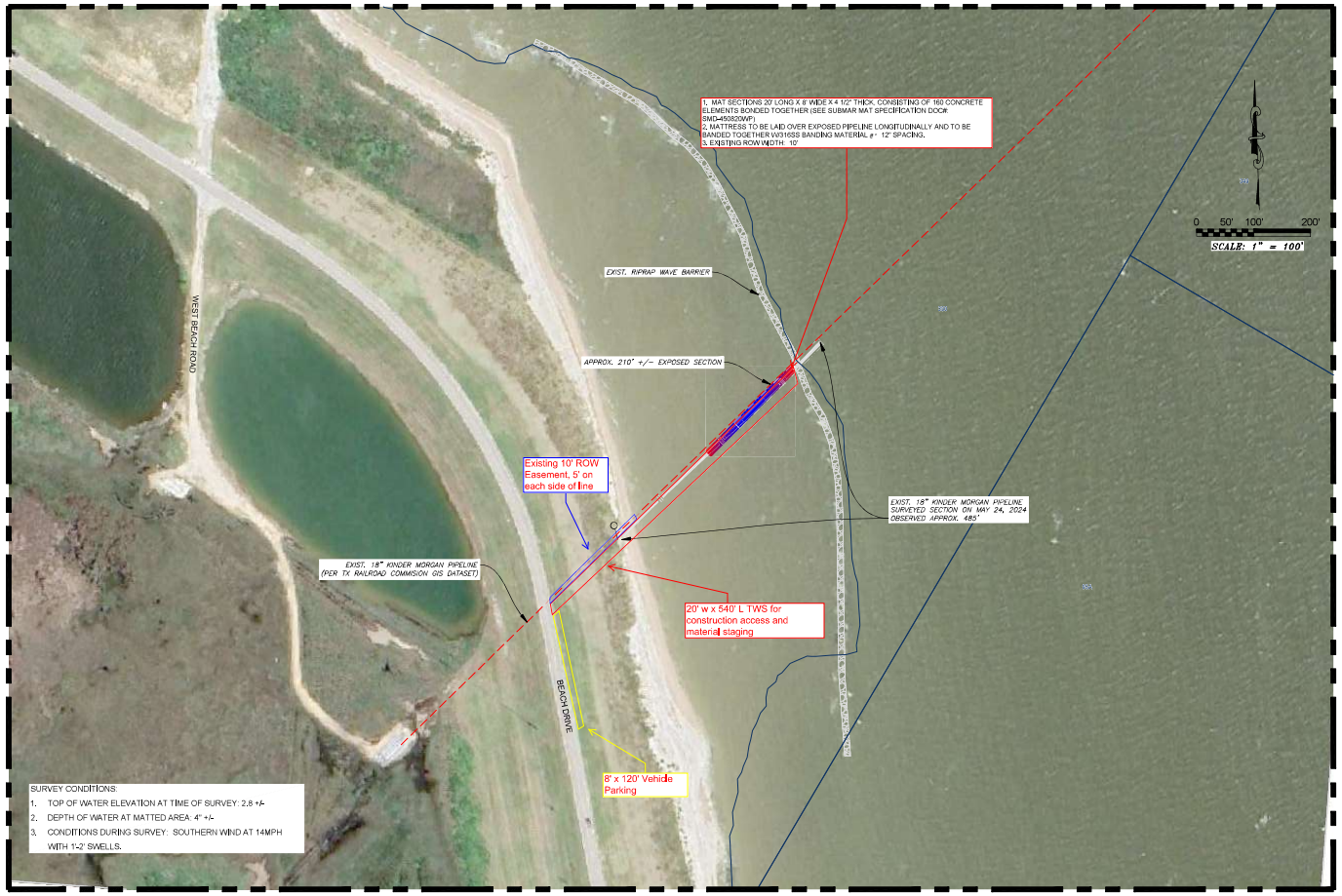
KINDER MORGAN
Tejas Pipeline LLC

Below is the Scope of Work you requested last week:

Kinder Morgan Tejas Pipeline, LLC (KM Tejas) proposes to place approximately 220-feet of concrete Submar mats on its existing 18-inch exposed Dollar Point to Smith Point Pipeline in Galveston Bay. Individual concrete mats are approximately 20-foot in length by 8-foot in width by 0.38-foot in extent. A total of 11 concrete mats will be placed on exposed pipe. KM Tejas will utilize marsh tracked vehicles to perform the proposed work. An approximately 213-foot-long by 30-foot-wide upland temporary workspace will be required for placement of mats and equipment for access from Beach Drive. Additionally, a 327-foot-long by 30-foot-wide temporary workspace in Galveston Bay, to include the beach front, will be required for access of equipment and placement of concrete mats. The temporary workspace width consists of the existing 10-foot permanent KM Tejas pipeline right-of-way and 20-foot of temporary workspace outside of the permanent easement. The aquatic site will be accessed off the beach interface via Beach Drive. KM Tejas will require temporary use of an 8-foot-wide by 120-foot-long vehicle parking area along Beach Drive. Concrete Submar mat placement will be approximately 333-feet from its closest point to the Texas City Hurricane Flood Protection Levee. Concrete mat placement would also abut an existing rock jetty.

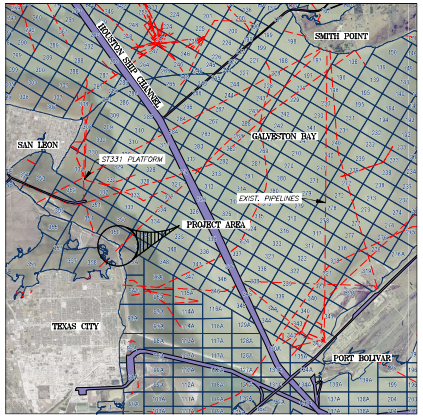
Construction will commence as soon as the Project is authorized and will require an estimated 6 - 7 days to complete. Pending all federal and state approvals, the tentative construction start date would be in September 2025.

GALVESTON COUNTY, TEXAS

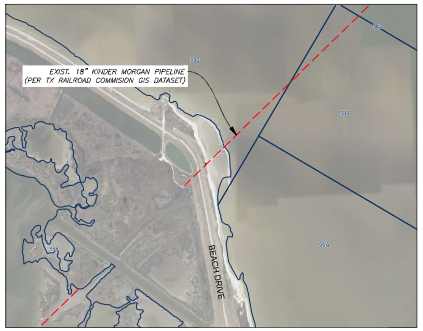


PLAN VIEW
SCALE: 1" = 100'

BACKGROUND INFORMATION FOR EXISTING PIPELINES, SHIPPING CHANNELS AND GULF COAST LEASE BLOCKS WERE OBTAIN FROM PUBLIC GIS DATA SOURCES.



VICINITY MAP – GALVESTON BAY, TEXAS
SCALE: 1" = 2 MILES



PROJECT AREA MAP
SCALE: 1" = 1000'

NOTES:

1. COVER OVER PIPELINE WAS DETERMINED BY PROBING METHODS UNLESS OTHERWISE NOTED.
2. ALL COORDINATES SHOWN HEREON ARE GRID, AND REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AND BASED ON THE ALLTERRA DATA SYSTEM TEXAS COOPERATIVE RTK-VRS NETWORK, NAD 83, 2001 ADJUSTED, EPOCH 2010.
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4. GROUND ELEVATIONS ARE DERIVED FROM G.P.S. (RTK-VRS) SURVEYING METHODS, TAKEN WITH G.P.S. ANTENNA MOUNTED ON A FIXED HEIGHT SURVEY POLE.
5. BOTTOM ELEVATIONS SHOWN HEREON WITHIN SHALLOW WATER AREAS (LESS THAN 2 FEET OF WATER) WERE DERIVED FROM G.P.S. (RTK-VRS) SURVEYING METHODS, TAKEN WITH G.P.S. ANTENNA MOUNTED ON A FIXED HEIGHT SURVEY POLE.

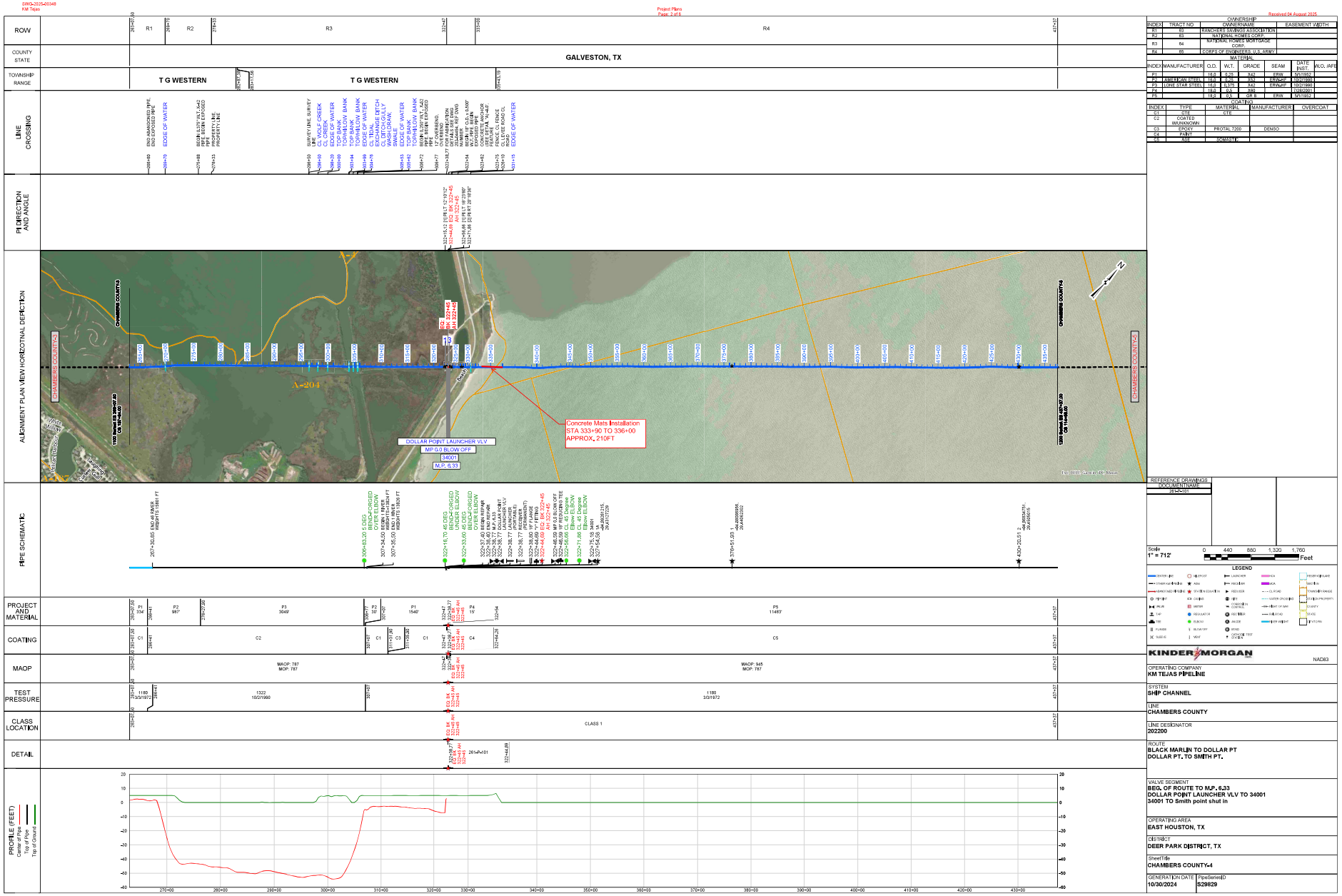
REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.
0	06/24	ORIGINAL	DIS	JM	

Direct Integrity Services, LLC

KINDER MORGAN

EXISTING 18" KINDERMORGAN PIPELINE
DOLLAR POINT LOCATION SURVEY
GALVESTON BAY, BLK 350
GALVESTON COUNTY COUNTY, TEXAS

SCALE: AS SHOWN	DATE: 06/10/2024
DIS JOB# 2401-012	DWG. NO.: 2401-012-001



INDEX	TRACT NO	OWNERSHIP OWNERNAME	EASEMENT WIDTH
R1	83	RANCHERS SAVINGS ASSOCIATION	
R2	83	NATIONAL HOMES CORP.	
R3	84	NATIONAL HOMES MORTGAGE CORP.	
R4	85	CORPS OF ENGINEERS, U.S. ARMY	

INDEX	MANUFACTURER	O.D.	W.T.	GRADE	SEAM	DATE INST.	W.O. /AFE
P1		18.0	0.25	X42	ERW	5/1/1952	
P2	AMERICAN STEEL	18.0	0.32	X52	ERW/HF	10/2/1990	
P3	LONE STAR STEEL	18.0	0.375	X42	ERW/HF	10/2/1990	
P4		18.0	0.5	X65		7/29/2001	
P5		18.0	0.3	GR B	ERW	5/1/1952	

INDEX	TYPE	COATING MATERIAL	MANUFACTURER	OVERCOAT
C1	CTE	CTE		
C2	COATED UNKNOWN			
C3	EPOXY	PROTAL 7200	DENSO	
C4	PAINT			
C5	ARE	IDENSITE		

REFERENCE DRAWINGS

DOCUMENTNAME
261-J-101

Scale 1" = 712'
0 440 880 1,320 1,760 Feet

LEGEND

KINDER MORGAN
NAD83

OPERATING COMPANY
KM TEJAS PIPELINE

SYSTEM
SHIP CHANNEL

LINE
CHAMBERS COUNTY

LINE DESIGNATOR
202209

ROUTE
BLACK MARLIN TO DOLLAR PT
DOLLAR PT. TO SMITH PT.

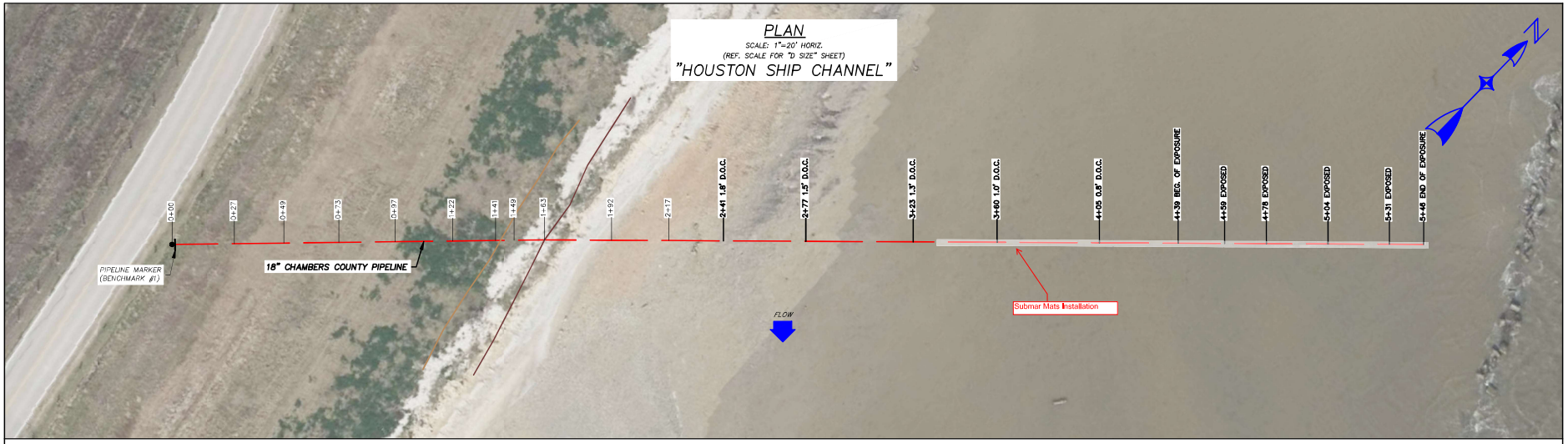
VALVE SEGMENT
BEG. OF ROUTE TO M.P. 6.33
DOLLAR POINT LAUNCHER VLV TO 34001
34001 TO Smith point shut in

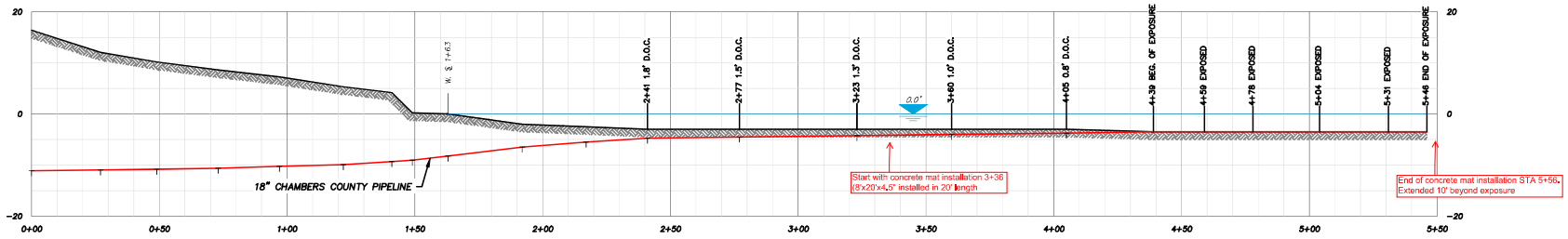
OPERATING AREA
EAST HOUSTON, TX

DISTRICT
DEER PARK DISTRICT, TX

SheetTitle
CHAMBERS COUNTY-4

GENERATION DATE 10/30/2024
PipeSeriesID S29829





PIPE DATA

Stationing	Depth of pipe in feet	Latitude	Longitude	Elevation (NAVD88)
0+00	27.5	29.4314851	-94.89234047	16.4
0+23	23.0	29.431521	-94.89226184	12.0
0+49	21.0	29.43156557	-94.89221684	10.2
0+73	19.3	29.43161415	-94.8921652	8.6
0+97	17.5	29.43166025	-94.89210907	7.3
1+22	15.3	29.43170946	-94.89205378	5.3
1+41	13.5	29.43174824	-94.89201411	4.2
1+49	9.3	29.43176176	-94.89199388	0.2
1+63	8.3	29.43178913	-94.89196616	0.0
1+92	4.5	29.43184153	-94.89189647	-2.0
2+17	3.0	29.43189005	-94.8918405	-2.5

Stationing	Depth of pipe in feet	Latitude	Longitude	Elevation (NAVD88)
2+41	1.8	29.43193154	-94.89178257	-3.0
2+77	1.5	29.4119972	-94.89169815	-3.0
3+23	1.3	29.4120834	-94.89158882	-3.0
3+60	1.0	29.43214997	-94.8915023	-3.0
4+05	0.8	29.43223065	-94.89139568	-3.0
4+39	EXP.	29.43229447	-94.89131577	-3.5
4+59	EXP.	29.43233458	-94.89127244	-3.5
4+78	EXP.	29.43236583	-94.89122771	-3.5
5+04	EXP.	29.43241704	-94.89116537	-3.5
5+31	EXP.	29.4124653	-94.89110297	-3.5
5+46	EXP.	29.4124933	-94.89106836	-3.5

SURVEY DATA

COORDINATE SYSTEM:
SPCS5: TX83-SCF
VERT. DATUM: N.A.V.D. 88

B.M.#1: PIPELINE MARKER ON WEST BANK
29.4314851102, -94.892340470
ELEV. 16.4'

GENERAL NOTES

A. DATE OF INSPECTION: 05-08-2025
B. ALL STATIONING DEVELOPED ALONG ROUTE OF PIPELINE
C. WIDTH OF WATERWAY: N/A
D. BOTTOM COMPOSITION AT WATERWAY: SAND
E. MINIMUM PIPE DEPTH AND LOCATION WITHIN WATERWAY: **EXPOSED**
F. TOP OF PIPE AS FOUND BY RADIODETECTION RD8200 LOCATOR (TYP.) AND EQUIPPED WITH A SUBMERSIBLE UNDERWATER ANTENNA, ACCURACY IS WITHIN 5% ON LINES BURIED AT DEPTHS DOWN TO 3' AND 10% AT GREATER DEPTHS.
G. PLAN STATIONING DOES NOT ALIGN WITH PROFILE STATIONING. THIS ALLOWS AN ACCURATE REPRESENTATION OF THE BOTTOM PROFILE WITH RESPECT TO THE PIPELINE.

LEGEND

SHORELINE (PLAN)
HIGH BANK OR GRADE BREAK SLOPE
WATER LINE (PROFILE)
EARTH
PIPELINE (PLAN)
PIPELINE (PROFILE)
TOP OF PIPE
TOP OF PIPE (UNDERWATER)
WATER LEVEL
BENCHMARK

RECORDED SURVEY

NO.	DATE	DESCRIPTION	BY
0	05-09-2025	SURVEY	BSJ

CENTRAL STATES UNDERWATER CONTRACTING, INC.
22103 FM 2100 Rd Crosby, Tx 77532
281-324-9700
WWW.CSUCDIVING.COM

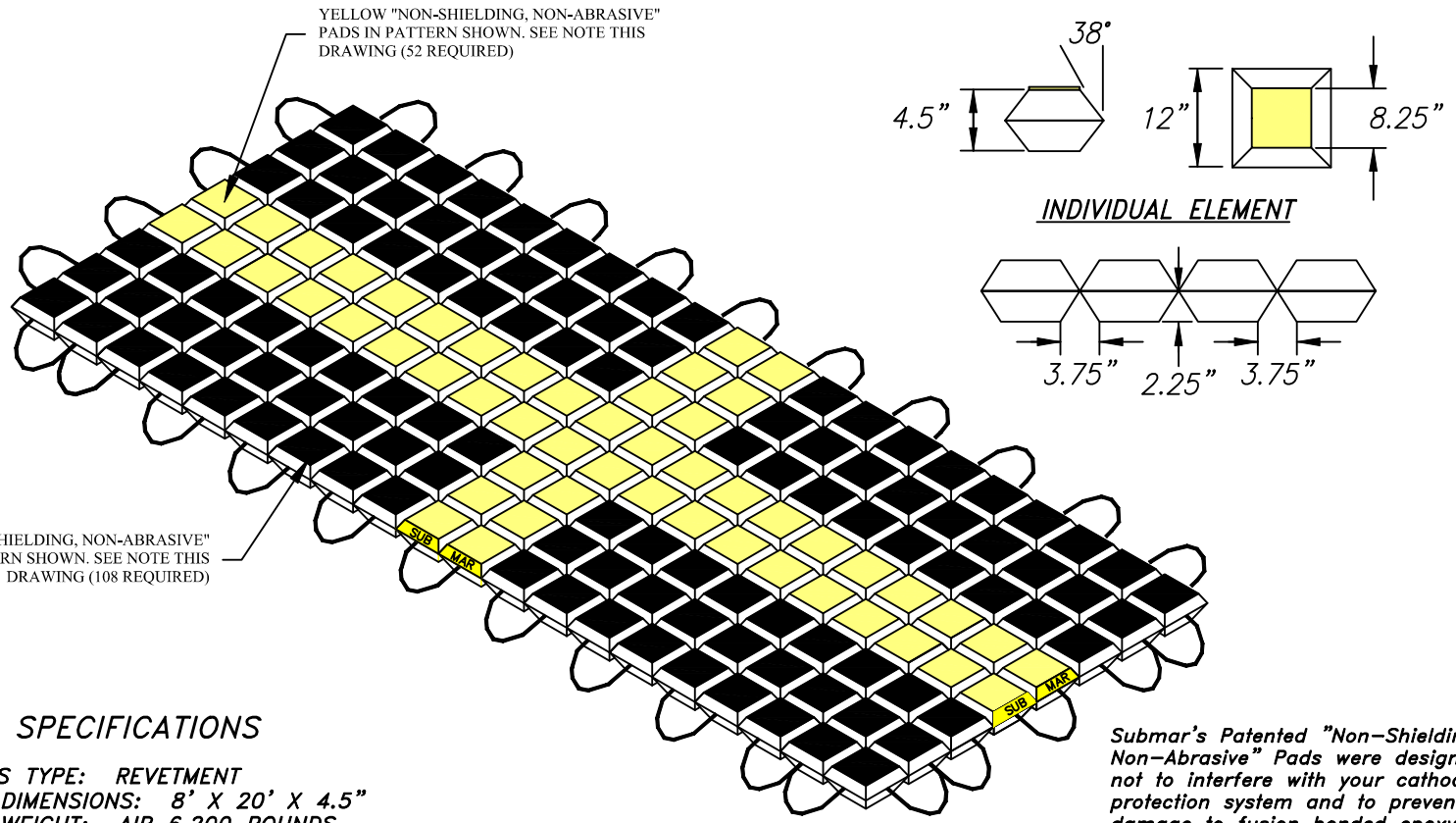
DATE: 05-09-2025 | DRAWN: BSJ | CHECK: SB | PROJ. NO. #25036

KINDER MORGAN
HOUSTON SHIP CHANNEL
18" CHAMBERS COUNTY PIPELINE
GALVESTON COUNTY, TX

DRAWING P1

SHEET 1 OF 1

Doc#: SMD-450820WP



SPECIFICATIONS

MATTRESS TYPE: REVETMENT
MATTRESS DIMENSIONS: 8' X 20' X 4.5"
MATTRESS WEIGHT: AIR 6,200 POUNDS
MATTRESS WEIGHT SUBMERGED: 3,600 POUNDS (APPROX.)
CONCRETE DENSITY: 145 LBS. PER CU. FT., 4,000 PSI
160 ELEMENTS: 5/8" ULTRA VIOLET STABILIZED COPOLYMER
EXTRUDED FIBER ROPE, MINIMUM TENSILE STRENGTH 9,500 POUNDS

Submar's Patented "Non-Shielding, Non-Abrasive" Pads were designed not to interfere with your cathodic protection system and to prevent damage to fusion bonded epoxy and other coated pipelines. Open areas will remain even when the pad is fully compressed. The pads are 8½" x 8½" square and are made of heavy duty 3/8" PVC.

1711 Dunn Street
Houma, LA 70360
Ph. 985-868-0001
Fax 985-851-0108
Email: submar@submar.com
Website: www.submar.com

SUBMAR
Synergy with Nature

SUBMAR
STANDARD 8.00'x20.00'
MAT DETAIL

4.5" CONCRETE MATTRESS

THESE CONCEPTUAL DRAWINGS ARE PREPARED BY SUBMAR FOR ESTIMATING PURPOSES ONLY AND ARE NOT CONSTRUCTION DRAWINGS. THESE CONFIDENTIAL DRAWINGS MAY NOT BE COPIED UNLESS APPROVED BY SUBMAR, INC.

COPYRIGHT © SUBMAR, INC. 2017 ALL RIGHTS RESERVED.

DATE:	CHECKED BY:	DRAWN BY:	SCALE:	CONTACT:	PHONE. #:
7/7/17	MPD	MJP	N.T.S.		

EXHIBIT B

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT
2000 FORT POINT RD
GALVESTON, TEXAS 77550

September 17, 2025

Evaluation Branch

SUBJECT: Permit No. SWG-2025-00348; Nationwide Permit Verification

Mr. Chad Soileau
Kinder Morgan Tejas Pipeline LLC (KM Tejas)
1001 Louisiana Street
Houston, Texas 77002

Dear Mr. Soileau:

This is in reference to your request, dated August 4, 2025, submitted on your behalf by Edge Engineering & Science, LLC, to permanently discharge 24.8 cubic yards of concrete matting within 0.04-acre area of Galveston Bay to provide erosion protection for an exposed segment of the 18-inch diameter Dollar Point to Smith Point Pipeline. The concrete matting consists of eleven individual mats, each measuring 20 feet long by 8 feet wide and 4.5 inches thick. The mats will be placed within the pipeline's 10-foot-wide permanent easement using tracked vehicles. The project includes a 540-foot-long, 20-foot-wide temporary workspace adjacent to the permanent easement for staging and access. Pre-construction contours to areas temporarily impacted during construction activities will be restored. The project is located in Galveston Bay, east of Skyline Drive at a location approximately 0.6-mile north of its intersection with Bay Street Extension, in Texas City, Galveston County.

This request is verified by Nationwide Permit (NWP) 18 and Nationwide Permit (NWP) 33 pursuant to Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899. This NWP verification is valid provided the activity is compliant with the enclosed plans, in 4 sheets. In addition, the activity must be in compliance with the NWP General/Regional Conditions, Section 401 Water Quality Certification, and the Coastal Management Program, which can be found at: https://www.swg.usace.army.mil/Missions/Regulatory/Permits/Nationwide-General-Permits/. A hard copy can be provided to you upon request.

NWP 18. Minor Discharges: Authorizes minor discharges of dredged or fill material into all waters of the United States.

NWP 33. Temporary Construction, Access, and Dewatering: Authorizes temporary structures, work, and discharges, including cofferdams, necessary for construction activities or access fills or dewatering of construction sites.

The NWP verification is valid until the NWP is modified, reissued, or revoked. The subject NWPs authorized in 2021 are scheduled to be modified, reissued, or revoked prior to March 15, 2026. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

This verification does not address nor include any consideration for geographic jurisdiction on aquatic resources and shall not be interpreted as such. If you have any questions, please contact Julie Ruth by telephone at 409-766-6360 or by email Julia.C.Ruth@USACE.Army.Mil. Please notify the Galveston District Regulatory Division in writing by email at CESWGRegulatoryInbox@USACE.Army.Mil, upon completion of the authorized project.

FOR THE DISTRICT COMMANDER:



K. Marie Taylor
Leader, Central Evaluation Unit

cc w/Encl.
Edge Engineering & Science, LLC, Kristi Soltysiak

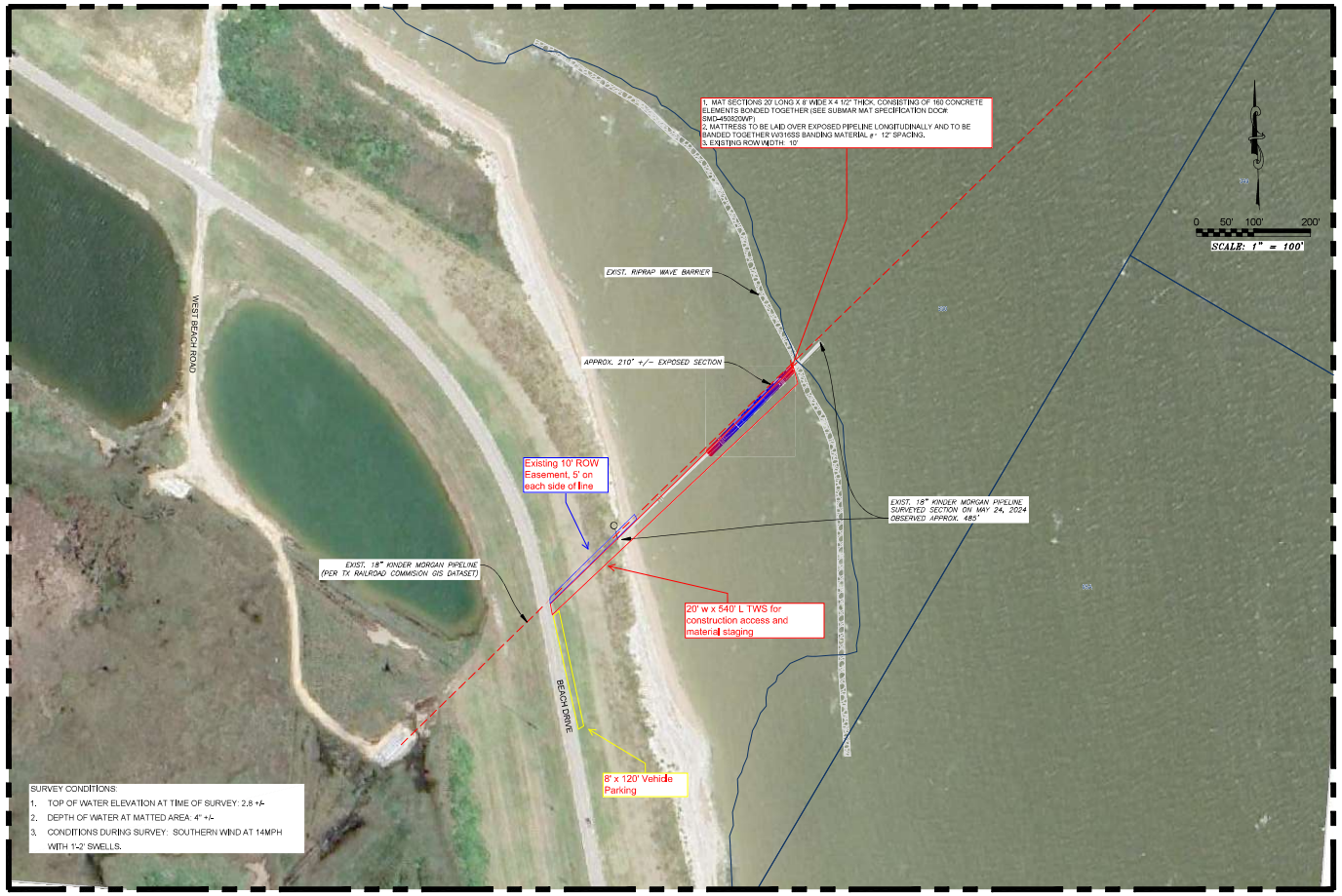
Eighth Coast Guard District, New Orleans, LA

National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Coast & Geodetic Survey, Silver Spring, MD

Texas Commission on Environmental Quality

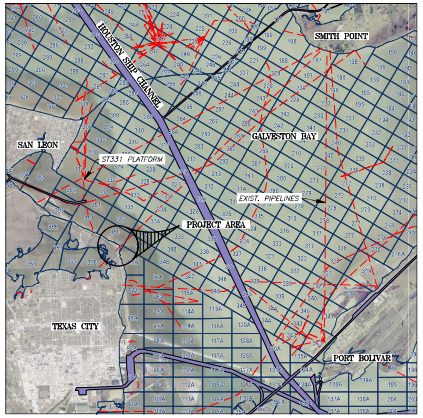
Texas General Land Office

GALVESTON COUNTY, TEXAS

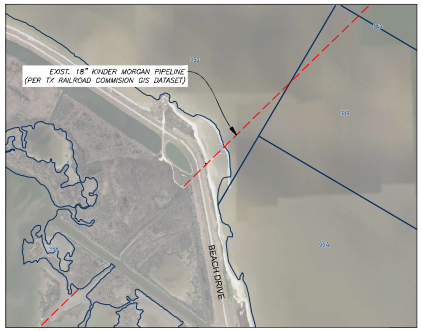


PLAN VIEW
SCALE: 1" = 100'

BACKGROUND INFORMATION FOR EXISTING PIPELINES, SHIPPING CHANNELS AND GULF COAST LEASE BLOCKS WERE OBTAIN FROM PUBLIC GIS DATA SOURCES.



VICINITY MAP – GALVESTON BAY, TEXAS
SCALE: 1" = 2 MILES



PROJECT AREA MAP
SCALE: 1" = 1000'

NOTES:

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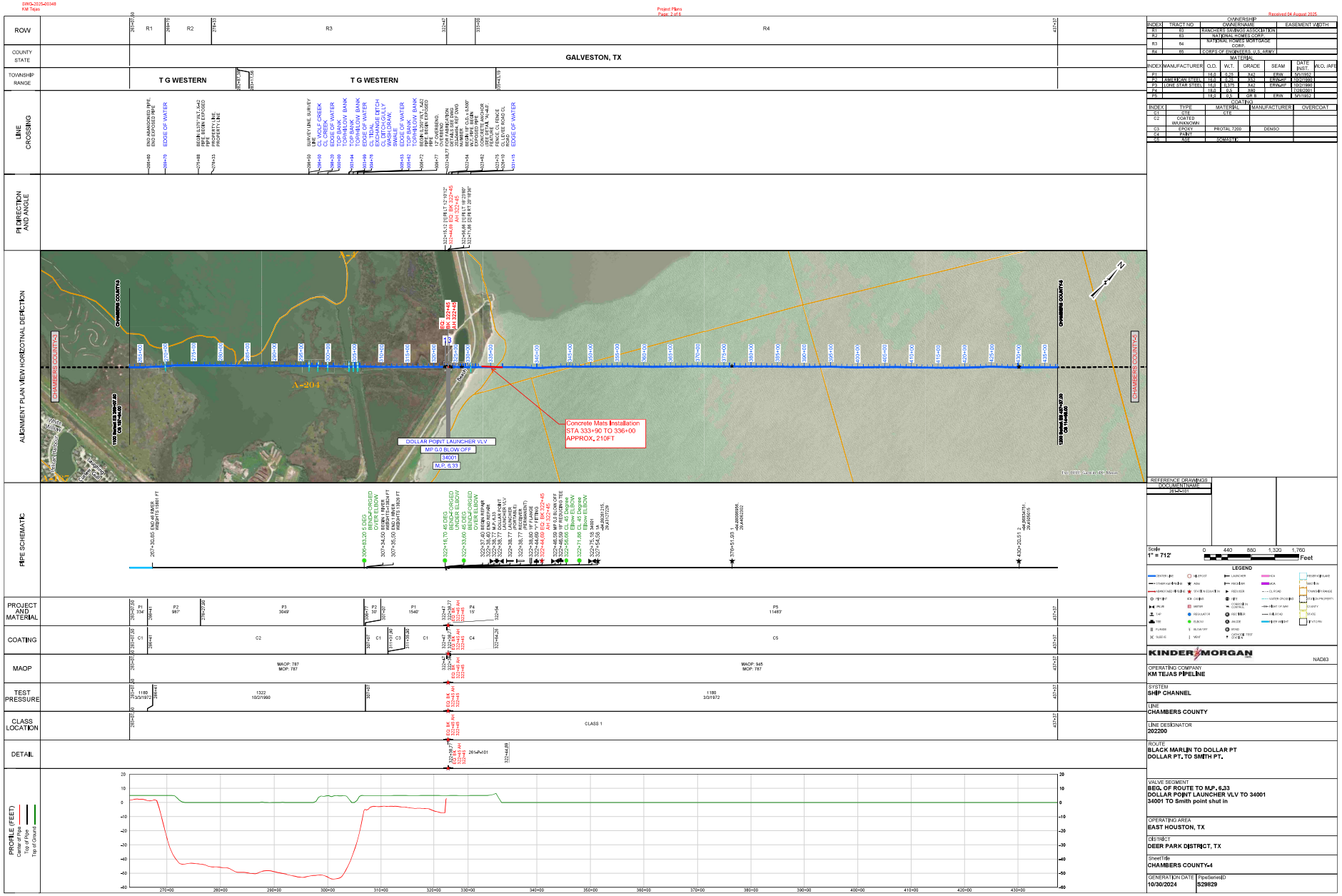
REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPD.
0	06/24	ORIGINAL	DIS	JM	

Direct Integrity Services, LLC

KINDER MORGAN

EXISTING 18" KINDERMORGAN PIPELINE
DOLLAR POINT LOCATION SURVEY
GALVESTON BAY, BLK 350
GALVESTON COUNTY COUNTY, TEXAS

SCALE: AS SHOWN	DATE: 06/10/2024
DIS JOB# 2401-012	DWG. NO.: 2401-012-001



INDEX	TRACT NO	OWNERNAME	EASEMENT WIDTH
R1	83	RANCHERS SAVINGS ASSOCIATION	
R2	83	NATIONAL HOMES CORP.	
R3	84	NATIONAL HOMES MORTGAGE CORP.	
R4	85	CORPS OF ENGINEERS, U.S. ARMY	

MATERIAL

INDEX	MANUFACTURER	O.D.	W.T.	GRADE	SEAM	DATE INST.	W.O. /AFE
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P2	AMERICAN STEEL	18.0	0.32	X52	ERW,HF	10/2/1999	
P3	LONE STAR STEEL	18.0	0.375	X42	ERW,HF	10/2/1999	
P4		18.0	0.5	X65		7/28/2001	
P5		18.0	0.3	GR B	ERW	5/1/1952	

COATING

INDEX	TYPE	MATERIAL	MANUFACTURER	OVERCOAT
C1	CTE	CTE		
C2	COATED UNKNOWN			
C3	EPOXY	PROTAL 7200	DENSO	
C4	PAINT			
C5	AFE	IGNORE		

REFERENCE DRAWINGS

DOCUMENTNAME
261-A-101

Scale
1" = 712'

0 440 880 1,320 1,760
Feet

LEGEND

NAD83

OPERATING COMPANY
KM TEJAS PIPELINE

SYSTEM
SHIP CHANNEL

LINE
CHAMBERS COUNTY

LINE DESIGNATOR
202209

ROUTE
BLACK MARLIN TO DOLLAR PT
DOLLAR PT. TO SMITH PT.

VALVE SEGMENT
BEG. OF ROUTE TO M.P. 6.33
DOLLAR POINT LAUNCHER VLV TO 34001
34001 TO Smith point shut in

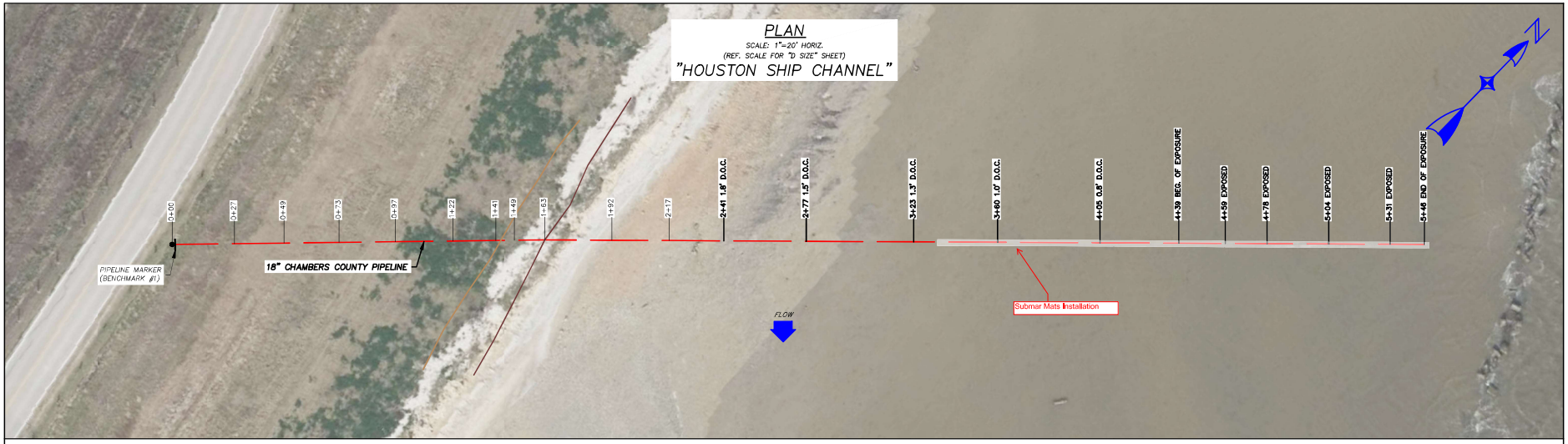
OPERATING AREA
EAST HOUSTON, TX

DISTRICT
DEER PARK DISTRICT, TX

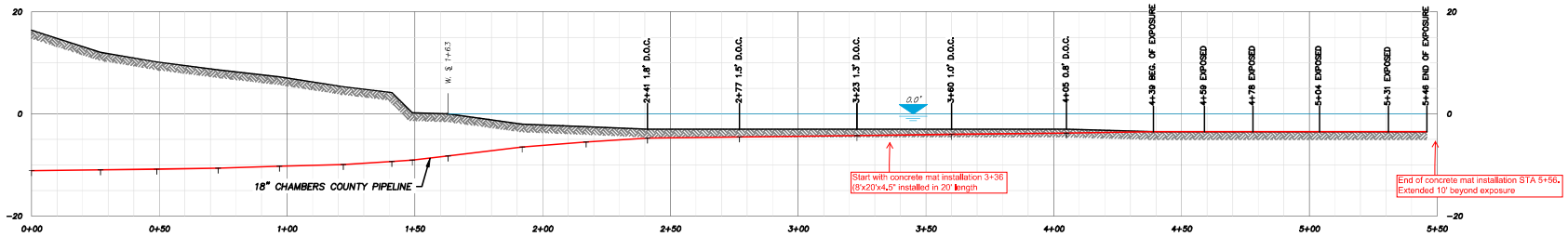
SheetTitle
CHAMBERS COUNTY-4

GENERATION DATE
10/30/2024

PipeSeriesID
S29829



PROFILE
SCALE: 1"=20' HORIZ.
SCALE: 1"=10' VERT.
(REF. SCALE FOR "D SIZE" SHEET)



PIPE DATA

Stationing	Depth of pipe in feet	Latitude	Longitude	Elevation (NAVD88)
0+00	27.5	29.4314851	-94.89234047	16.4
0+27	23.0	29.431521	-94.89226184	12.0
0+49	21.0	29.43156557	-94.89221684	10.2
0+73	19.3	29.43161415	-94.8921652	8.6
0+97	17.5	29.43166025	-94.89210907	7.3
1+22	15.3	29.43170946	-94.89205378	5.3
1+41	13.5	29.43174824	-94.89201411	4.2
1+49	9.3	29.43176176	-94.89199388	0.2
1+63	8.3	29.43178913	-94.89196616	0.0
1+92	4.5	29.43184153	-94.89189647	-2.0
2+17	3.0	29.43189005	-94.8918405	-2.5

Stationing	Depth of pipe in feet	Latitude	Longitude	Elevation (NAVD88)
2+41	1.8	29.43193154	-94.89178257	-3.0
2+77	1.5	29.4119972	-94.89169815	-3.0
3+23	1.3	29.4120834	-94.89158882	-3.0
3+60	1.0	29.43214997	-94.8915023	-3.0
4+05	0.8	29.43223065	-94.89139568	-3.0
4+39	EXP.	29.43229447	-94.89131577	-3.5
4+59	EXP.	29.43233458	-94.89127244	-3.5
4+78	EXP.	29.43236583	-94.89122771	-3.5
5+04	EXP.	29.43241704	-94.89116537	-3.5
5+31	EXP.	29.4124653	-94.89110297	-3.5
5+46	EXP.	29.4124933	-94.89106836	-3.5

SURVEY DATA

COORDINATE SYSTEM:
SPCS: TX83-SCF
VERT. DATUM: N.A.V.D. 88

B.M.#1: PIPELINE MARKER ON WEST BANK
29.4314851102, -94.8923404 70
ELEV. 16.4'

GENERAL NOTES

A. DATE OF INSPECTION: 05-08-2025
B. ALL STATIONING DEVELOPED ALONG ROUTE OF PIPELINE
C. WIDTH OF WATERWAY: N/A
D. BOTTOM COMPOSITION AT WATERWAY: SAND
E. MINIMUM PIPE DEPTH AND LOCATION WITHIN WATERWAY: **EXPOSED**
F. TOP OF PIPE AS FOUND BY RADIODETECTION RD8200 LOCATOR (TYP.) AND EQUIPPED WITH A SUBMERSIBLE UNDERWATER ANTENNA, ACCURACY IS WITHIN 5% ON LINES BURIED AT DEPTHS DOWN TO 3' AND 10% AT GREATER DEPTHS.
G. PLAN STATIONING DOES NOT ALIGN WITH PROFILE STATIONING. THIS ALLOWS AN ACCURATE REPRESENTATION OF THE BOTTOM PROFILE WITH RESPECT TO THE PIPELINE.

LEGEND

SHORELINE (PLAN)
HIGH BANK OR GRADE BREAK SLOPE
WATER LINE (PROFILE)
EARTH
PIPELINE (PLAN)
PIPELINE (PROFILE)
TOP OF PIPE
TOP OF PIPE (UNDERWATER)
WATER LEVEL
BENCHMARK

RECORDED SURVEY

NO.	DATE	DESCRIPTION	BY
0	05-09-2025	SURVEY	BSJ

CENTRAL STATES UNDERWATER CONTRACTING, INC.
22103 FM 2100 Rd Crosby, Tx 77532
281-324-9700
WWW.CSUCMING.COM

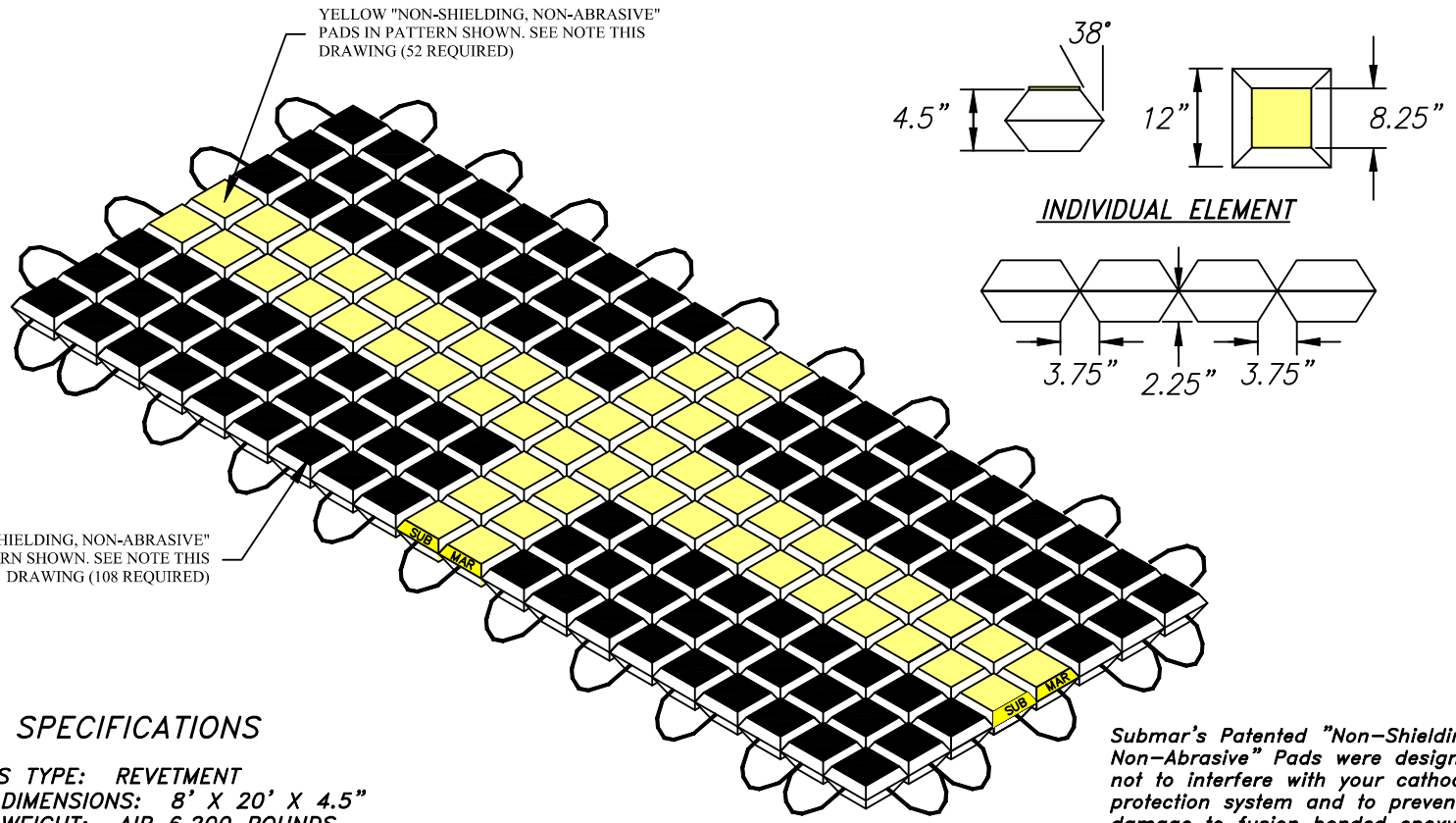
DATE: 05-09-2025 | DRAWN: BSJ | CHECK: SB | PROJ. NO. #25036

KINDER MORGAN
HOUSTON SHIP CHANNEL
18" CHAMBERS COUNTY PIPELINE
GALVESTON COUNTY, TX

DRAWING P1

SHEET 1 OF 1

Doc#: SMD-450820WP



SPECIFICATIONS

MATTRESS TYPE: REVETMENT
MATTRESS DIMENSIONS: 8' X 20' X 4.5"
MATTRESS WEIGHT: AIR 6,200 POUNDS
MATTRESS WEIGHT SUBMERGED: 3,600 POUNDS (APPROX.)
CONCRETE DENSITY: 145 LBS. PER CU. FT., 4,000 PSI
160 ELEMENTS: 5/8" ULTRA VIOLET STABILIZED COPOLYMER
EXTRUDED FIBER ROPE, MINIMUM TENSILE STRENGTH 9,500 POUNDS

Submar's Patented "Non-Shielding, Non-Abrasive" Pads were designed not to interfere with your cathodic protection system and to prevent damage to fusion bonded epoxy and other coated pipelines. Open areas will remain even when the pad is fully compressed. The pads are 8½" x 8½" square and are made of heavy duty 3/8" PVC.

1711 Dunn Street
Houma, LA 70360
Ph. 985-868-0001
Fax 985-851-0108
Email: submar@submar.com
Website: www.submar.com

SUBMAR
Synergy with Nature

SUBMAR
STANDARD 8.00'x20.00'
MAT DETAIL

4.5" CONCRETE MATTRESS

THESE CONCEPTUAL DRAWINGS ARE PREPARED BY SUBMAR FOR ESTIMATING PURPOSES ONLY AND ARE NOT CONSTRUCTION DRAWINGS. THESE CONFIDENTIAL DRAWINGS MAY NOT BE COPIED UNLESS APPROVED BY SUBMAR, INC.

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DATE:	CHECKED BY:	DRAWN BY:	SCALE:	CONTACT:	PHONE. #:
7/7/17	MPD	MJP	N.T.S.		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*37.

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

Consideration of approval to authorize the County Engineer to negotiate engineering contracts for the 2025 Road and Bridge and Drainage Bond projects submitted by the County Engineer

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	10/2/25 10:15 am
2	Dianna Martinez	Approve	10/3/25 10:07 am

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*38.

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:** 10/2/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description:**

7) **PEID No: 125518**
8) **Req No: 206455**
9) **Orgkey: 2805 522020**
10) **Object Code: 5700000**
11) **Vendor: Lucas Construction Co, Inc.**
12) **Vendor Contract No:** **Time Chane Only**

Expenditure Budget/Revenue Projections

13) **Fund Name: Parks State Grants**
14) **Fund #: 2805**
15) **Current Year Budgeted:**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 4/28/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-035**
25) **Contract End Date:** 12/22/2025
26) **Contract # Issued by Purchasing Department: 206455**

NOTES: Amendment #2 - Time extension only

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	10/1/25 4:13 pm
2	Melissa Fleming	Disapprove	10/1/25 4:34 pm
Notes:	Please add the CAR form and re-submit. Thanks Melis		
3	Michael Shannon	Approve	10/2/25 9:45 am
4	Melissa Fleming	Approve	10/2/25 11:10 am
5	Veronica Van Horn	Approve	10/2/25 12:35 pm
6	Diana Huallpa	Approve	10/2/25 12:52 pm
7	Sergio Cruz	Approve	10/2/25 1:17 pm
8	Veronica Van Horn	Approve	10/2/25 2:40 pm

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _2__
Highway 3 Boat Ramp & Parking Lot Reconstruction

Owner: Galveston County
Contractor: Lucas Construction
Engineer: LJA Engineering

Contract Number: 206455
Purchase Order Number: PO-0003327
Bid Number: 25-035

Work Being Changed

Adding 60 calender days to allow for TNMP removal of existing electrical poles and contractor to install new solar light poles and fixtures. This time extension will extend current construction contract to December 22, 2025.

CHANGE IN CONTRACT PRICE

Original Contract Price: $525,082.00
Net Change From
Previous Change Orders: -$34,800
Contract Price Prior To
This Change Order: $490,282
Net Increase/Decrease Of
This Change Order: $0
Contract Price With All
Approved Change Orders: $490,282

CHANGE IN CONTRACT TIME

Original Contract Time: 150 Days
Net Change From
Previous Change Orders: 0 Days
Contract Time Prior To
This Change Order: 150 Days
Net Increase/Decrease Of
This Change Order: 60 Days
Contract Time With All
Approved Change Orders: 210 Days

RECOMMENDED:

By: _____ Date: 10/1/2025
LJA Engineering (Consultant)

By: _____ Date: 10-1-2025
Engineer (County Engineer)

APPROVED:
County Of Galveston

By: _____ Date: _____
Mark Henry, County Judge

Attest: _____
Dwight Sullivan, County Clerk

ACCEPTED:
Contractor

By: _____ Date: 9/30/2025
Lucas Construction (Authorized Signature)

Jimmy McGinnis
Printed Name

LUCAS
CONSTRUCTION CO INC.

September 29, 2025
County of Galveston
722 Moody Ave
Galveston, TX 77550
Attn: Julie Walker

Re: HWY 3 Boat Ramp and Parking Lot Request for Contract Extension due to TNMP Conflicts

Dear Ms. Walker,

Due to the existing electrical facilities within the project scope that are to be removed by TNMP that have not been removed yet, we respectfully request an extension of contract time of 60 calendar days. We are hopeful that TNMP will have their facilities removed within that timeframe so that we may install the new light poles and fixtures and complete the project.

Respectfully,

Jimmy McGinnis

Jimmy McGinnis
Vice President
Lucas Construction Company, Inc.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*39.

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:** 9/30/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Engineering**
5) **Department Contact: Michael Shannon**
6) **Description: Galveston County Road Rehabilitation**

7) **PEID No: 125518**
8) **Req No: B241011**
9) **Orgkey: 3313312125**
10) **Object Code: 5481000**
11) **Vendor: Lucas Construction Co, Inc.**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Unlimited Tax Road Bonds 2019**
14) **Fund #: 3313**
15) **Current Year Budgeted: 10,950,182.35**
16) **Current Year Projected: 4,335,880.25**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: 4,335,880.25**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 3/7/2024
23) **Auto Renewal Contract:** Choose an item.
24) **Bid No: B241011**
25) **Contract End Date:** 10/1/2026
26) **Contract # Issued by Purchasing Department: CM24096**

NOTES: Increase by $134,641.00 and additional 400 days for repairs - HB1295

on file

Approval History

Seq #	Approver	Action	Action Date
1	Michael Shannon	Approve	9/30/25 4:50 pm
2	Melissa Fleming	Approve	10/1/25 10:30 am
3	Veronica Van Horn	Approve	10/1/25 12:12 pm
4	Diana Huallpa	Approve	10/1/25 3:23 pm
5	Sergio Cruz	Approve	10/1/25 5:28 pm
6	Veronica Van Horn	Approve	10/1/25 6:58 pm

GALVESTON COUNTY ENGINEERING DEPARTMENT

Change Order No. _1__
Galveston County Road Rehabilitation

Owner: Galveston County
Contractor: Lucas Construction
Engineer:

Contract Number: 23-1138
Purchase Order Number: F405096
Bid Number: B241011

Work Being Changed

Repair approximately 600LF of 25th Street and 4150 LF of Highland Rd.

CHANGE IN CONTRACT PRICE

Original Contract Price: $4,335,880.25
Net Change From
Previous Change Orders: $0
Contract Price Prior To
This Change Order: $4,335,880.25
Net Increase/Decrease Of
This Change Order: + $134,641.00
Contract Price With All
Approved Change Orders: $ 4,470,521.25

CHANGE IN CONTRACT TIME

Original Contract Time: 180 Days
Net Change From
Previous Change Orders: 0 Days
Contract Time Prior To
This Change Order: 180 Days
Net Increase/Decrease Of
This Change Order: 400 Days
Contract Time With All
Approved Change Orders: 580 Days

RECOMMENDED:

By: _____ Date: 9-30-2025
Michael Shannon (County Engineer)

County Of Galveston

By: _____ Date: _____
Mark Henry, County Judge

Attest: _____
Dwight Sullivan, County Clerk

ACCEPTED:
Contractor

By: _____ Date: 9/30/2025
Lucas Construction (Authorized Signature)

Jimmy McGinnis
Printed Name

Galveston County Road Rehabilitation

Change Order #1

					ORIGINAL + PREVIOUSLY REVISED		NEW		
Pay Item No.	Spec Item No.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	ITEM COST	OVERRUN/UNDERRUN
2		Cement Treatment	SY	$ 6.00	112,007	$ 672,042.00	122,557	$ 735,342.00	$ 63,300.00
3		Cement Slurry	TON	$ 315.00	2,251	$ 709,065.00	1,587	$ 499,905.00	$ (209,160.00)
5		Prime Coat	GAL	$ 6.00	33,699	$ 202,194.00	36,735	$ 220,410.00	$ 18,216.00
6		2" HMAC TY-D	TON	$ 120.00	14,917	$ 1,790,040.00	16,267	$ 1,952,040.00	$ 162,000.00
10		Cement Slurry (Alt B)	TON	$ 315.00	700	$ 220,500.00	740	$ 233,100.00	$ 12,600.00
CO1-1		Furnish & Install CemLime	TON	$ 355.00	0	$ -	247	$ 87,685.00	$ 87,685.00
								TOTAL	**$ 134,641.00**

LUCAS
CONSTRUCTION CO INC.

September 30, 2025
Galveston County
722 Moody Ave
Galveston, TX 77550
ATTN: Nancy Baher
RE: Galveston County Road Rehab CPR #1 – Highland Rd and 25th St Repairs

Mrs. Baher,

Lucas Construction Company, Inc. proposes to provide labor, materials, equipment, layout, supervision, and insurance to accomplish the additional work for the following lump sum amount:

-Add 10,550 SY of Cement Treatment (bid item 2) x $6/SY	$63,300
-Add 3,165 gallons of prime coat (bid item 5) x $6/gallon	$18,990
-Add 1,102 tons of 2" Type D (bid item 6) x $120/ton	$132,240
-Furnish and install 247 tons of CemLime x $355/ton	$87,685
	$302,215
Funds available from Original Contract Amount	($167,574)

Net Increase in Base Bid = $134,641

Exclusions: Engineering, permitting, materials testing, well-pointing, and any utility adjustments/relocations that may be necessary.

Please feel free to call me at 281-316-9990 with any questions or concerns.

Sincerely,

Jimmy McGinnis
Vice President
Lucas Construction

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*40.

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

Consideration of approval of an order of abandonment of an unopened portion of Cedar Drive and adjacent right-of-way in Smith's First Addition to High Island submitted by Platting & Right-of-Way

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 3:40 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ORDER OF ABANDONMENT & DISCONTINUANCE OF UNOPENED CEDAR DRIVE AND AN ADJACENT ALLEY LOCATED IN UNINCORPORATED HIGH ISLAND, GALVESTON COUNTY, TEXAS

On this the 13th day of October 2025, the Commissioners' Court of Galveston County, Texas, convened in a regularly scheduled session with the following members thereof present:

MARK HENRY, County Judge;
DARRELL APFFEL, Commissioner, Precinct No. l;
JOE GUISTI, 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:

There came on to be heard the Application of Johnny Andres, Carolyn Andres and Kendall LaRay Barrow, executor for the Mary Barrow Estate, requesting the Commissioners' Court of Galveston County to adopt this Order of Abandonment and Discontinuance vacating, abandoning and closing that certain unopened and unused portion of right of way, more particularly described as follows, to-wit:

AS DESCRIBED ON EXHIBIT "A"

It appearing to the Court that the right of way described herein has never been opened or used as public right of way nor has the County of Galveston ever exercised any control, right of control, jurisdiction and dominion, either for itself or in behalf of the public generally, by working or spending money on the same or by any other act or in any other manner, nor has said right of way ever been opened by a jury of view; and it

further appearing that there is not now any public need for the opening and maintaining of said right of way by the County of Galveston and that the burdens and liabilities which would be imposed upon the County of Galveston, Texas, by opening and maintaining the same would not be justified by the advantages which the opening and maintenance of same would give to the public.

It further appears to the Court that if said right of way is abandoned, Petitioners are willing to pay to the County of Galveston the fair market value of the right of way, which the Court finds pursuant to written appraisal to be Twelve Thousand Dollars and no/100 ($12,000.00), together with Nine Hundred Ninety Five Dollars & no/100 ($995.00) being the appraisal expenses incident to said abandonment. Petitioners understand this abandonment is subject, however, to any rights acquired by any private citizen by prescriptive easement, if any, as well as subject to both public utility or common carrier easements, and/or other easement(s), if any, of record and on the ground.

IT IS THEREFORE ORDERED AND DECREED that for and in consideration of the total sum of Twelve Thousand Nine Hundred Ninety Five Dollars and no/100 ($12,995.00), the tract of land designated above be VACATED, ABANDONED, AND CLOSED as public right of way, and every claim or right of the County of Galveston or the general public has or may have in the unopened and unused rights of way described herein is hereby released and relinquished forever.

IT IS FURTHER ORDERED BY THE COURT that the foregoing Order be and it is hereby adopted and is made the Order of the Court and the Clerk will spread the same upon the minutes of the Court.

UPON MOTION OF COMMISSIONER _____,

SECONDED BY COMMISSIONER _____,

and unanimously carried and adopted by the affirmative vote of each and all of the members of the Court.

COUNTY OF GALVESTON, TEXAS

_____
Mark Henry, County Judge

ATTEST:

_____
Dwight D. Sullivan, County Clerk

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF GALVESTON }

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared MARK HENRY, County Judge of the County of Galveston, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said County of Galveston, a political subdivision of the State of Texas, that he was duly authorized to perform the same by appropriate resolution of the Galveston County Commissioners' Court and that he executed the same as the act of such body for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

_____
Notary Public for the State of Texas
My Commission expires:

“Exhibit A”



Cedar ROW

Parcel 173763 – 30’ x 300’
Parcel 173767 – 30’ x 50’
Parcel 173768 – 30’ x 250’

Alley ROW

Parcel 173767 – 10’ x 50’
Parcel 176768 – 10’ x 250’
Parcel 304214 – 10’ x 100’
Parcel 173764 – 10’ x 100’
Parcel 173766 – 10’ x 100’

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*41.

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:** 9/15/2025
2) **Contract Type:** Revenue
3) **Renewal Contract:** No
4) **Department Name: Tax Office**
5) **Department Contact: Cheryl E. Johnson**
6) **Description: Interlocal Agreement for Collection of Dickinson PIDs submitted by the Tax Assessor/Collector**

7) **PEID No: 406676**
8) **Req No: N/A**
9) **Orgkey: 1101 151553**
10) **Object Code: 4401000**
11) **Vendor: City of Dickinson**
12) **Vendor Contract No: Interlocal Agreement for Collection of Dickinson PIDs submitted by the Tax Assessor/Collector**

Expenditure Budget/Revenue Projections

13) **Fund Name: Collection Contract Fee**
14) **Fund #: 4401000**
15) **Current Year Budgeted: Annual amount not to exceed $0.256 per parcel**
16) **Current Year Projected: Annual amount not to exceed $0.256 per parcel**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: Annual amount not to exceed $0.256 per parcel**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 8/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 7/31/2026
26) **Contract # Issued by Purchasing Department: 236220**

NOTES: Bayou Lakes #1 and Bayou Lakes #2 - HB1295 Not Required

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Disapprove	9/18/25 1:34 pm
Notes:	Kindly circulate a CAR form		
2	Cheryl Johnson	Approve	9/19/25 1:20 pm
3	Melissa Fleming	Approve	9/19/25 4:28 pm
4	Veronica Van Horn	Approve	9/30/25 6:23 pm
5	Diana Huallpa	Approve	10/1/25 8:15 pm
6	Sergio Cruz	Approve	10/2/25 11:42 am
7	Veronica Van Horn	Approve	10/2/25 12:56 pm

Cheryl E. Johnson, PCC, CTOP
Galveston County Tax Assessor Collector
722 21st Street, Galveston, Texas 77550
(409) 765-3277 • (409) 392-5457
Cheryl.E.Johnson@co.galveston.tx.us

September 13, 2025

Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

Re: Interlocal Collection Agreement
City of Dickinson for Bayou Lakes #1 and
Bayou Lakes #2 Public Improvement
Districts

Dear Judge Henry:

The City of Dickinson has requested that the Galveston County Tax Office collect Public Improvement District (PID) assessments in Bayou Lakes #1 and Bayou Lakes #2 beginning with the 2025 tax year. The standard agreement utilized for League City, Friendswood and for another PID in the City Dickinson has been prepared and is presented for approval by Commissioners Court.

A digitally signed original is submitted along with this consent agenda item request and two originals will be provided for your signature upon approval by the Court. I will ask that the County Clerk provide one of the originals to me so that I may provide it to the City.

Thank you.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, PCC, CTOP

Attachment

Docusign Envelope ID: 97F99848-AA12-4939-B1D6-8FDB73907EE1

INTERLOCAL COLLECTION AGREEMENT

STATE OF TEXAS	§	
	§	**KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF GALVESTON	§	

Agreement is made and entered into by, between and among the County of Galveston (County), acting by and through its County Commissioners' Court, the City of Dickinson (Taxing Entity), acting by and through its governing body and Galveston County Tax Assessor Collector, Cheryl E. Johnson (Assessor Collector) for collection of Bayou Lakes #1 and Bayou Lakes #2 Public Improvement Districts assessment on property located within the Taxing Entity's jurisdictional boundaries.

RECITALS

WHEREAS, County and Taxing Entity are political subdivisions of the State of Texas, organized and existing under the laws of the State of Texas; and,

WHEREAS; Assessor Collector is an elected public official charged with the responsibility of the assessment and collection of certain property taxes levied by certain taxing authorities within the boundaries of Galveston and Harris Counties; and

WHEREAS, as set forth in Local Government Code §372.0175, a municipality may contract with the governing body of another taxing unit to perform the duties of the municipality relating to collection of special assessments; and

WHEREAS, County and Taxing Entity each levy a tax or assessment against property located in the taxing jurisdictions of both; and,

WHEREAS, the parties find that coordination of the collection of a special assessment taxes on property located in the geographic boundaries of both County and Taxing Entity would be expedient, cost effective and mutually beneficial and would promote governmental efficiency;

NOW, THEREFORE, as authorized by the Local Government Code §372.0175 and Government Code Chapter 791, the parties hereto enter into this Agreement in accordance with the terms and for the purposes and considerations herein expressed.

SERVICES TO BE PERFORMED

Assessor Collector will be responsible for collecting a special assessment on Bayou Lakes #1 and Bayou Lakes #2 Public Improvement Districts (PIDs) properties located in the Taxing Entity. Assessments will be provided each September 30th by the Taxing Entity or its PID administrator and shall be included on the consolidated tax statement that will be sent to each property owner who owns property located within City and PID boundaries on or before October 10th of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

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Assessor Collector shall use all available resources as provided by County to collect such assessment prior to the taxes and assessments becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity Special Assessments if the assessment rate for each property is not provided by September 30th of each year. If Taxing Entity or its administrator has not provided the assessment by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the reasonable additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Taxing Entity shall require the Galveston Central Appraisal District to include PID coding on each appropriate parcel so that the Assessor Collector can bill, collect, disburse and provide, upon request, a report showing receipt of all assessments, penalties and interest paid by parcel number to the Taxing Entity.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent assessments, penalties and interest collected within the PID by tax year on Taxing Entity's behalf.

PAYMENT & COST OF SERVICES

Pursuant to §372.018(b) of the Local Government Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent assessments, an annual amount not to exceed $0.256 per parcel. Appropriate sums will be due and payable to the Assessor Collector at the conclusion of the January payment cycle or no later than April 1. The annual payment shall be listed by total parcel count within the PID and will automatically be adjusted each year to reflect the actual parcel count as of the most current assessment billing roll for the tax year. As of March 21, 2025, Bayou Lakes #1 PID consisted of 414 parcels and Bayou Lakes #2 PID consisted of 8 parcels for a total count of 422 with total fee estimated to be $108.03.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Taxing Entity upon request.

REMITTANCE OF COLLECTIONS

All assessment rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Payment options, penalties and interest shall be the same for PID assessments as

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property tax payments (e.g. quarter payments, delinquency dates). Collections of Taxing Entity shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository.

All delinquent assessments, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent assessments, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

TERMS OF AGREEMENT

This Agreement shall be for an initial period commencing on August 1, 2025, and ending on July 31, 2026. Notwithstanding the foregoing, collection services to be provided by Assessor Collector shall begin with the 2025 tax year. This Agreement will be automatically renewed on an annual basis unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1st of each year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any change in the per parcel price for services provided.

In the event this Agreement is not renewed, the parties shall work together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own collection efforts or to enable another entity to collect the assessments on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

MISCELLANEOUS PROVISIONS

Upon request, Assessor Collector shall provide a computer printout of the annual special assessment roll of Taxing Entity showing all current and delinquent assessments owing by parcel number.

Upon request, Assessor Collector shall furnish a monthly report showing the total amount of assessment, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's assessment upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

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DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent assessments. The County and/or Assessor-Collector shall cooperate with the delinquent collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract.

This Interlocal Tax Collector Agreement is signed and made effective this 13th day of September, 2025.

County of Galveston

Mark Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

Cheryl E. Johnson

Cheryl E. Johnson, PCC, CTOP

City of Dickinson

Travis Magliolo

Travis Magliolo, Mayor

Attest:

Claude Allen Oliver

Claude Oliver, City Secretary

Docusign Envelope ID: 97F99848-AA12-4939-B1D6-8FDB73907EE1

RESOLUTION NUMBER 2102-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COLLECTION AGREEMENT AMONG GALVESTON COUNTY, GALVESTON COUNTY TAX ASSESSOR COLLECTOR CHERYL E. JOHNSON, AND THE CITY OF DICKINSON, TEXAS, FOR THE COLLECTION OF REAL PROPERTY ASSESSMENTS FOR PUBLIC IMPROVEMENT DISTRICTS NOS. 1 AND 2 LOCATED WITHIN THE CITY OF DICKINSON; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has before it a proposed Interlocal Collection Agreement, ("the Agreement"), between and among Galveston County, Galveston County Tax Assessor Collector Cheryl E. Johnson, and the City of Dickinson, Texas ("the City"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the City's best interests are served, desires to approve the terms and conditions of the Agreement and to authorize the City Manager to execute the Agreement on behalf of the City; **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DICKINSON, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Collection Agreement between and among Galveston County, Galveston County Tax Assessor Collector Cheryl E. Johnson, and the City of Dickinson, Texas.

Section 3. The City Council therefore authorizes the City Manager to execute, on behalf of the City, the Agreement and all other documents necessary and appropriate to achieve the City Council's desire as stated herein.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 9th day of September 2025.

Travis Magliolo

TRAVIS MAGLIOLO,
Mayor

ATTEST:

Claude Allen Oliver

CLAUDE A. OLIVER,
City Secretary

APPROVED AS TO FORM:

NGHIEM V. DOAN,
City Attorney

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*42.

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:** 9/30/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Emergency Management**
5) **Department Contact: Veronica Van Horn**
6) **Description: Fire Protection Services -VFD**

7) **PEID No: 716152**
8) **Req No:**
9) **Orgkey: 1101-291010**
10) **Object Code: 5452500**
11) **Vendor: League City VFD**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $22,500.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 237720**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/30/25 7:27 pm
2	Melissa Fleming	Approve	10/1/25 11:29 am
3	Veronica Van Horn	Approve	10/1/25 12:03 pm
4	Diana Huallpa	Approve	10/1/25 3:19 pm
5	Sergio Cruz	Approve	10/1/25 5:28 pm
6	Veronica Van Horn	Approve	10/1/25 6:56 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and League City Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.

2. Galveston County shall mail a check in the agreed sum of $22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.

3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.

6. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**

8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen
Galveston County Fire Fighters Association
2204 Pine Drive

Friendswood, TX 77546

9. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of 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. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, 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.

10. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

11. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

12. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503 The
    Rehabilitation Act of 1973, Section 504 The Age
    Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

13. This Contract shall begin effective October 1, 2025, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2026.

14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed and signed by both parties.

Galveston County, Texas

By: _____

Mark Henry, County Judge

League City Volunteer Fire Department

Daniel Gibbs

_____

Authorized Representative

Daniel Gibbs President

_____

Print Name and Title of Authorized Representative

ATTEST:

_____

Dwight D. Sullivan, County Clerk

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.

- Tax Exemption: Each department shall provide the **Association** with a certification of tax-exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. "Good Standing" is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*43.

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:** 9/30/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Emergency Management**
5) **Department Contact: Veronica Van Horn**
6) **Description: Fire Protection Services-VFD**

7) **PEID No: 716124**
8) **Req No:**
9) **Orgkey: 1101-291010**
10) **Object Code: 5452500**
11) **Vendor: San Leon VFD**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $22,500.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 237727**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/30/25 7:30 pm
2	Melissa Fleming	Approve	10/1/25 11:35 am
3	Veronica Van Horn	Approve	10/1/25 12:06 pm
4	Diana Huallpa	Approve	10/1/25 3:19 pm
5	Sergio Cruz	Approve	10/1/25 5:28 pm
6	Veronica Van Horn	Approve	10/1/25 6:57 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and San Leon Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.

2. Galveston County shall mail a check in the agreed sum of $22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.

3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.

6. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**

8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen
Galveston County Fire Fighters Association
2204 Pine Drive

Friendswood, TX 77546

9. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of 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. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, 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.

10. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

11. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

12. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503 The
    Rehabilitation Act of 1973, Section 504 The Age
    Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

13. This Contract shall begin effective October 1, 2025, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2026.

14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed and signed by both parties.

Galveston County, Texas

By: _____

Mark Henry, County Judge

San Leon Volunteer Fire Department

_____

Authorized Representative

Vicente Garcia Fire Chief

Print Name and Title of Authorized Representative

ATTEST:

_____

Dwight D. Sullivan, County Clerk

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
- Annual Financial Report: Each department shall annually provide the **Association** with a financial cost of services report.
- Projected Budget: Each department shall provide a fiscal projected budget. Such budget shall be divided into EMS and Fire Service.

- Tax Exemption: Each department shall provide the **Association** with a certification of tax-exempt status.

POINT 4: Active in the County Association

- Attendance: All departments shall remain members in good standing in the Association. "Good Standing" is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*44.

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:** 9/30/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** Yes
4) **Department Name: Emergency Management**
5) **Department Contact: Veronica Van Horn**
6) **Description: Fire Protection Services-VFD**

7) **PEID No: 716126**
8) **Req No:**
9) **Orgkey: 1101-291010**
10) **Object Code: 5452500**
11) **Vendor: Tiki Island VFD**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General**
14) **Fund #: 1101**
15) **Current Year Budgeted:**
16) **Current Year Projected: $22,500.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/1/2025
23) **Auto Renewal Contract:** No
24) **Bid No: N/A**
25) **Contract End Date:** 9/30/2026
26) **Contract # Issued by Purchasing Department: 237731**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Veronica Van Horn	Approve	9/30/25 7:33 pm
2	Melissa Fleming	Approve	10/1/25 11:47 am
3	Veronica Van Horn	Approve	10/1/25 12:09 pm
4	Diana Huallpa	Approve	10/1/25 3:18 pm
5	Sergio Cruz	Approve	10/1/25 5:28 pm
6	Veronica Van Horn	Approve	10/1/25 6:57 pm

STATE OF TEXAS §
§
COUNTY OF GALVESTON §

CONTRACT

This Contract is made by and between the County of Galveston, acting by and through its Commissioners' Court (the "County") and Tiki Island Volunteer Fire Department, a Texas nonprofit corporation acting by and through its duly authorized officers (the "VFD").

Whereas, Chapter 352 of the Texas Local Government Code allows Commissioners' Court to contract with an incorporated volunteer fire department that is located within the County to provide fire protection services to an area of the County that is located outside the municipalities in the County; and

Whereas, citizens residing in unincorporated areas of the County are in need of obtaining the services of the VFD to assist them in time of need; and

Whereas, the County desires to provide fire protection services within unincorporated areas of the County; and

Whereas, the VFD is willing to make its fire protection services available to unincorporated areas of the County.

Now, therefore, for and in consideration of the mutual covenants expressed herein it is agreed as follows:

1. To assist the various communities and residents located in the unincorporated areas of Galveston County, the County agrees to pay the VFD the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/ 100 ($22,500.00) for the consideration of making fire protection runs into unincorporated areas of Galveston County. VFD agrees that this sum will be used by it for providing fire protection services. Payment of these sums shall be made following the acceptance and execution of this document by both parties and after the VFD sends an invoice to the County after the beginning of the term.

2. Galveston County shall mail a check in the agreed sum of $22,500.00 upon funding of the budgeted amount and proper invoicing by the VFD.

3. The VFD agrees to make reasonable efforts to respond to requests for fire protection

services in the unincorporated areas of the County, regardless of the source of the request.

4. It is expressly agreed and understood between the parties that the County shall have no right at any time to supervise, manage, direct or control the VFD and its members in the performance of their services. The VFD shall totally decide and be responsible for the manner, means and methods by which they operate.

5. The association acknowledges that the County has the right to audit the financial records of the VFD with thirty (30) days notification. The VFD agrees to maintain all financial accounting documents and records, including copies of all invoice and receipts for expenditures, related to work performed under this Agreement. The VFD financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles for a minimum of three years following the completion of the term of the Agreement. By executing this Agreement, the VFD accepts the authority of the Galveston County Auditor's Office to conduct audits and investigations in connection with all County funds received pursuant to this agreement during normal business hours, at a place mutually agreed upon by the parties.

6. Nothing in this Contract shall be construed to waive any provision contained within Chapter 74 of the Civil Practice and Remedies Code of the State of Texas, commonly known as the Good Samaritan Law.

7. **TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, THE VFD AGREES TO INDEMNIFY AND SAVE HARMLESS THE COUNTY OF GALVESTON, ITS AGENTS, COMMISSIONERS, BOARDS, OFFICERS AND EMPLOYEES FROM ANY AND ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS ARISING OUT OF OR OCCASIONED BY THE ACTS OF THE VFD, ITS MEMBERS, DEPUTIES, AGENTS OR EMPLOYEES.**

8. During the term of this Contract, the VFD agrees to comply with the Five Point Contract Requirements attached as Exhibit "A" to the Contract. The VFD also understands and agrees that compliance with the Five Point Contract Requirements will be monitored by the Galveston County Fire Fighters Association ("**Association**"), as the County's designated representative. The contact information for the Association is as follows:

James Wistinghausen
Galveston County Fire Fighters Association
2204 Pine Drive

9. Equal Employment Opportunity - The VFD agrees that it shall not discriminate against any employee or applicant for employment because of 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. The recipient agrees to post notices, which set forth the provisions of this non-discrimination section, in conspicuous places available to employees or applicants for employment and will, in all solicitation or advertisements for employees placed by or on behalf of the recipient, 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.

10. Drug-Free Workplace – the VFD shall comply with the applicable provisions of the Drug- Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 8102, et seq.) and implementing regulations there under and maintain a drug-free work environment.

11. Americans With Disabilities Act – the VFD shall comply with all applicable terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (Public Law 101-136) and implementing regulations there under.

12. Nondiscrimination – the VFD acknowledges and agrees that neither it nor its subcontractors shall discriminate on the basis of race, color, religion, national origin, sex, disability, genetic information, or veteran status. Respondent and its subcontractors shall comply with all Federal statutes relating to nondiscrimination. These laws include, but are not limited to:

    Title VI of the Civil Rights Act of 1964
    Title IX of the Education Amendments of 1972
    The Rehabilitation Act of 1973, Section 503 The
    Rehabilitation Act of 1973, Section 504 The Age
    Discrimination Act of 1975
    The Drug Abuse Office and Treatment Act of 1972
    The Drug-Free Workplace Act of 1988

13. This Contract shall begin effective October 1, 2025, or execution of this document by both parties, whichever is later, and shall terminate on September 30, 2026.

14. This contract may be terminated by sending written notice to the other party 30 days in advance of such termination. Any funds not yet spent in the provision of services

authorized under the agreement shall be returned to the County.

15. This Contract constitutes the only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter. The VFD disclaims any reliance on representations by the County that are not expressly set out in this Contract.

16. In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties. The remainder of the provisions shall remain in full force and effect.

17. Neither party's failure to enforce strict performance of any provisions of this Agreement shall be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement.

18. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and venue shall lie in Galveston County.

19. Each signatory to this Agreement certifies that he/she has been authorized by their entity to execute this Agreement.

20. This Agreement is being executed and signed by both parties.

Galveston County, Texas

By: _____

Mark Henry, County Judge

Tiki Island Volunteer Fire Department

_____

Authorized Representative

Jason Grimm Fire Chief

Print Name and Title of Authorized Representative

ATTEST:

_____

Dwight D. Sullivan, County Clerk

EXHIBIT A

FIVE POINT CONTRACT REQUIREMENTS

(ALL FIRE DEPARTMENTS SHALL SUBMIT PROOF OF COMPLIANCE WITH ALL 5 CONTRACT REQUIREMENTS TO THE GALVESTON COUNTY FIREFIGHTERS ASSOCIATION BY THE *MAY* MEETING OF THE GCFFA)

POINT 1: Active Internal Training Program

- Equivalency: Training program must be equivalent to the certification program offered by the State Firemen's and Fire Marshal's Association of Texas.
- Progress Report: The Fire Chief shall submit to the Galveston County Fire Fighters Association ("**Association**") an annual progress report of training activities.
- Minimum Number of Drills: The Fire Department must provide a minimum of two (2) drills per month for a minimum of two (2) hours each.

POINT 2: Liability Insurance

- Automobile Liability Insurance: The Fire Department shall provide emergency vehicle insurance coverage for each fire apparatus or vehicle owned and/or operated by the fire department.
- Personal Injury Insurance: The Fire Department shall provide personal injury insurance for all members.
- Certificate of Insurance: The Fire Department shall provide the **Association** a certificate of insurance as proof of liability insurance.

POINT 3: Annual Report

- Emergency Responses: Provide the **Association** with a calendar year report of fire responses.
  - **A report for all Mutual Aid Response – Call report**
  - **Report to include both incorporated and unincorporated responses.**
- Annual Survey: Each department shall complete an annual survey of equipment and resources on a form provided by the **Association**.
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- Attendance: All departments shall remain members in good standing in the Association. "Good Standing" is defined as follows: Each department shall attend 50% of Association monthly meetings and not be absent more than three (3) consecutive meetings during the term of this contract.

POINT 5: Firefighter Safety

- Incident Command: Each department shall implement and provide a current copy of the department's SOG for incident command at emergency incidents.
- Two-In-Two Out: Each department shall implement and provide a current copy of the department's SOG for two-in-two out at emergency incidents.
- Accountability: Each department shall implement and provide a current copy of the department's SOG for personnel accountability at emergency incidents.
- Safety Officer: Each department shall implement and provide a current copy of the department's SOG for safety officers at emergency incidents.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*45.

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

Grant Award/Agreement

1) **Court Date:** 10/13/2025
2) **Department:** Sheriff's Department
3) **Grant Agency: Office of the Governor's Public Safety Office**
4) **Funding Source: Operation Lone Star**
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 #: 4371204**
11) **Description: Overtime, travel/training, equipment, supplies for local enforcement regarding Operation Lone Star**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $446,425.00**
15) **County Funded $0.00**
16) **Total Project Amount: $446,425.00**
17) **Assigned Department Contact: Clayton Pope - Sheriff's Department**

County Funding Sources

18) **Match Fund: 100% grant funded - No Match Requirement**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	10/1/25 2:42 pm
2	Jimmy Fullen	Approve	10/1/25 3:19 pm
3	Diana Huallpa	Approve	10/2/25 1:08 pm
4	Sergio Cruz	Approve	10/2/25 1:15 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grant Writer

Court Date: October 13, 2025

RE: Sheriff's Department
FY 2026 Operation Lone Star Grant Award

BACKGROUND

The Office of the Governor –Homeland Security Division provides grant funds for local projects that support Operation Lone Star and enhance interagency border security operations including facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates.

SUMMARY

Galveston County has provided support services to the Operation Lone Star program since September of 2021. This grant project endeavors to continue financial support from the State for those activities in FY 2026 for local enforcement activities and equipment.

RECOMMENDATIONS

Professional Services requests the Court consider acceptance of the FY 2026 Operation Lone Star Grant application from the Office of the Governor's Public Safety Office - Homeland Security Division.

ATTACHMENTS FOR WET SIGNATURE

- ☐ Electronic acceptance only

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	4371204	**Award Amount:**	$446,425.00
Date Awarded:	9/29/2025	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2025 - 08/31/2026	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2026	**Grantee GPI:**	$0.00
Program Fund:	BD-Operation Lone Star Grant Program	**Total Project Cost:**	$446,425.00
Grantee Name:	Galveston County		
Project Title:	Operation Lone Star - FY2026		
Grant Manager:	Lynne Crow		
Unique Entity Identifier (UEI):	DRP9KU1PVJN4		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2026-BD-ST-0001
Total Federal Award/State Funds Appropriated:	$55,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal

activity. Program participants shall assist in the execution of coordinated border security operations.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*46.

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

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 4:00 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

October 13, 2025

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management (TDEM)
Vice Chancellor – The Texas A&M University System
1033 La Posada Drive, Suite 300
Austin, Texas 78752

Re: HMGP DR 4798 Galveston County Local Multi-Jurisdictional Multi-Hazard Mitigation Plan Update

Dear Chief Kidd,

Galveston County Commissioners Court originally met on April 14, 2025, to review and approve the submission of the HMGP DR 4798 Galveston County Local Multi-Jurisdictional Multi-Hazard Mitigation Plan Update grant application, to the TDEM at a 75/25 match.

Under advisement of TDEM, Galveston County Commissioners Court met again on October 13, 2025 to approve the resubmission of the Match Commitment at a 90/10 split. The proposed project has an estimated cost of $125,000 with a 90/10 match requirement of $12,500. Galveston County Commissioners' Court approved the allocation of the match amount in the form of cash from the General Fund should other funding not be available from other grant sources.

Please contact Betsy Thomas, Grants Manager if you have any questions about this correspondence or our application at 409-770-5355 or elizabeth.thomas@co.galveston.tx.us.

Sincerely,

Mark Henry

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*47.

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

Grant Award/Agreement

1) **Court Date:** 10/13/2025
2) **Department:** Professional Services - Child Welfare Division
3) **Grant Agency: Texas Department of Family and Protective Services**
4) **Funding Source: Child Welfare Reimbursement Grant Program**
5) **Grant Start Date:** 10/1/2025
6) **Grant End Date:** 9/30/2031
7) **Program Year: FY 2026 - 2032**
8) **Program End Date:** 9/30/2032
9) **Renewal Grant: RENEWAL**
10) **Contract #: HHS0015825**
11) **Description: Partial reimbursement for Child Welfare services delivered through Galveston County.**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $377,375.46**
15) **County Funded $2,064,482.50**
16) **Total Project Amount: $2,441,857.90**
17) **Assigned Department Contact: Froy Arcega - Child Welfare**

County Funding Sources

18) **Match Fund: Child Welfare Budget - General Fund**
19) **Match Division:**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	9/19/25 6:10 pm
2	Diana Huallpa	Escalated	9/24/25 5:18 pm
3	Christian Monterrubio	Escalated	9/25/25 5:19 pm
4	Diana Huallpa	Escalated	9/27/25 5:18 pm
5	Christian Monterrubio	Escalated	9/30/25 5:18 pm
6	Diana Huallpa	Escalated	10/1/25 5:18 pm
7	Christian Monterrubio	Approve	10/2/25 4:41 pm
8	Diana Huallpa	Approve	10/2/25 4:41 pm
9	Sergio Cruz	Approve	10/2/25 4:54 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grants Administration Manager

Court Date: October 13, 2025

RE: Child Welfare Grant Award Contract

BACKGROUND

The Texas Department of Family and Protective Services provides partial funding for child welfare expenses such as food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation. The grant also covers reimbursement for legal prosecution and child representation. These grant funds occur through annual reimbursements through a seven-year contract.

SUMMARY

The attached Texas Department of Family and Protective Services Grant Contract covers annual partial reimbursements for the Child Welfare Program for October 1, 2025 – September 30, 2032.

FINANCIAL SUMMARY

Grant Funding	$377,375.46
County Funding	$2,064,482.50
TOTAL	$2,441,857.90

RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the grant award contract from the Texas Department of Family and Protective Services Grant and authorize County Judge to sign required documents.

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and Galveston County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract to provide a mechanism to allow the County providing Title IV-E allowable services the opportunity to obtain federal funding for Foster Care Maintenance payments, administrative and training expenditures. The Grantee will also establish a Child Welfare Board (Board).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.056 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on October 1, 2025, and ends on September 30, 2032, and can be renewed, extended, or terminated as provided for in this Contract.

IV. TOTAL AMOUNT OF THIS CONTRACT.

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Contractor will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Contractor fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Contractor will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Contractor from negotiating budgetary changes throughout the course of the Contract.

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules, and regulations.

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS

DFPS will provide written notice of the assigned contract manager.
All correspondence will be sent to:
CPS Regional Contracts
Address: 5425 Polk Street Ste 190 Houston, Tx 77023
Email: Tijuana.muse@dfps.texas.gov

B. GRANTEE

Name: Honorable Judge Mark Henry
Title: County Judge
Address: 722 Moody Ave Galveston, Tx 77550
Phone: 409-766-2268
Email: mark.henry@co.galveston.tx.us

VII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

Attachment A – Statement of Work
Attachment B – Budget Form 2030 and Cost Allocation Plan
Attachment C – Uniform Terms & Conditions
Attachment D – Supplemental & Special Conditions
Attachment E – Federal Assurances and Certifications

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

GRANTEE	**DFPS**
_____	_____
Mark Henry	Erica Bañuelos
County Judge	Associate Commissioner, CPS
Date: _____	Date: _____

ATTACHMENT A

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES.

Grantee will:

A. Be allowed to (Under the County Outreach Program):

1. Provide Foster Care Maintenance and receive payments for it under Section 475 (4) of the Social Security Acts, which cover the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to a child and reasonable travel to the child's home for visitation. In the case of institutional care, these payments will include the reasonable costs of administration and operation of such institution as are necessarily required to provide the same items above;
2. Be reimbursed for Administrative Expenditures necessary for the proper and efficient administration of DFPS' Title IV-E State Plan as described in this Contract and as further described in 45 CFR 1356.60; and
3. Be reimbursed for Training Expenditures for the short-term training of:
   a. Personnel employed or preparing for employment with DFPS or by the County administering portions of the Title IV-E State Plan described in this Contract; and/or
   b. Current or prospective foster parents and the members of the staff of DFPS-licensed or DFPS-approved childcare institutions providing care to foster children so as to increase their abilities to **provide support and assistance to foster children.**

B. Provide services in accordance with Attachment B and Title IV-E Handbook for County Contracts (Handbook) at http://www.dfps.texas.gov/handbooks/Title_IVE_County/Files/IVEC_pg_1000.asp#IVEC_1000 to children referred by DFPS.

C. Ensure allowable Title IV-E Services are provided to children referred by DFPS in accordance with the Handbook.

D. Establish and/or maintain a Child Welfare Board (the Board) as set out by statute in the Texas Family Code Section 264.005 that will have at least seven, but not more than 15 members appointed by the County Commissioners Court. Each member will serve a three-year term on a rotating basis.

1. Initially members will be appointed to serve the following terms:
    a. Third of the members to three-year terms;
    b. Third of the members to two-year terms; and
    c. Third of the members to one-year terms.
2. In successive years, from two to five new members will be appointed.
3. Members will serve at the pleasure of the Commissioners Court and without compensation.

E. Ensure that the Board:

1. Assist DFPS in identifying and meeting the needs of the children in the County;
2. Explain the child welfare program and needs to the community and explain to DFPS staff the community's conditions and attitudes on policy, services, and priorities;
3. Serve in an advisory capacity to the county in the development of local policy to meet the needs of the children in the County under this Contract;
4. Develop an estimated annual budget for the operations for this Contract, recommend it to the Commissioners' Court and appear in support of it at budget hearings;
5. Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month;
6. Prescribe such bylaws, not inconsistent with the terms of this Contract and applicable state and federal laws, as may be necessary or desirable to ensure the efficient operation of the Board. Such bylaws will be approved by written order of the Commissioners Court;

F. Acknowledge that a portion of the children referred by DFPS will be ineligible for Title IV-E for purposes of reimbursement under this Contract. To ensure compliance with Texas Family Code

Section 264.102, the County will allow the Board to continue to provide child welfare services to this population of children.

G. Authorize the expenditure of Grantee funds and other special funds for the children in the Grantee's County referred by DFPS;

H. Review expenditures, receipts, and services delivered monthly.

I. Certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Invoice) are allowable expenditures under Title IV-E;

J. Use DFPS' financial and statistical reporting systems as directed by DFPS; and

K. Submit on an annual basis Federal Assurances and Certifications as directed by the Contract Manager.

II. DFPS RESPONSIBILITIES.

DFPS will:

A. Refer children to the Child Welfare Board for services;

B. Provide the County with a list of IV-E eligible children in the County for invoicing; and

C. Process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures on the submitted and approved Invoice.

III. INVOICE AND PAYMENT.

A. Budget.

1. Grantee must provide its Contract Manager written notice on an annual basis if the Attachment B will not change.
2. If there is no change to Attachment B, then the Budget will carry over to the next Federal Fiscal Year.
3. If the Grantee is going to include indirect costs in its invoice, the Grantee will include by reference either the Grantee's approved Indirect Cost Agreement with the Federal Government or the appropriate documentation

certifying the Grantee's official indirect cost rate.

B. Invoice.

1. Grantee will request payments using the invoice and in an accurate and timely manner for each federal quarter by the end of the following federal quarter and the expenditures in the Invoice must include the information necessary to support these expenditures.
2. If the quarterly expenditures for the Grantee average or are expected to average less than $1,000 per quarter, the Grantee may request approval from the Contract Manager to submit invoices on an annual basis with the invoice for each federal quarter submitted and documented separately but at the same time before the end of the first federal quarter of the following federal fiscal year.

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Child Welfare Services Contract

Form 2030 CWIVE
Last Updated December 2021

CWIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: GALVESTON COUNTY
Contract Number: HHS000285000035
Budget Effective Date: 10/1/2025-9/30/2026

Cost Category		Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match
A. Administration				
A.1. Direct Personnel Salaries		$50,055.00	$6,718.13	$43,336.87
A.2. Direct Personnel Fringe Benefits		$21,390.20	$2,870.89	$18,519.32
A.3. Direct Personnel Travel		$400.00	$53.69	$346.31
A.4. Direct Materials and Supplies		$1,000.00	$134.22	$865.79
A.5. Direct Equipment		$0.00	$0.00	$0.00
A.6. Direct Other Costs		$14,000.00	$1,879.01	$12,120.99
Total Administration:		**$86,845.20**	**$11,655.93**	**$75,189.27**
B. Training				
B.1. Title IV-E Training (75%)		$2,306.25	$464.30	$1,841.95
B.2. Title IV-E Fostering Connections Training (75%)		$2,306.25	$464.30	$1,841.95
B.3. Non-Title IV-E Training (50%)		$1,537.50	$206.36	$1,331.14
Total Training:		**$6,150.00**	**$1,134.96**	**$5,015.04**
C. Supplemental Foster Care Maintenance (SFCM)				
Total SFCM:		**$90,250.00**	**$54,150.00**	**$36,100.00**
D. Indirect Costs (if applicable)				
Total Indirect Costs:	$71,445.20	**$42,043.79**	**$12,613.14**	**$29,430.65**
Grand Total:		**$225,288.99**	**$79,554.02**	**$145,734.97**

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were	26.84%
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year. Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made.	60.00%
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	58.85%

Contractor Certification

Sergio Cruz
Signature

09/16/2025
Date

Sergio Cruz, County Auditor
Printed Name & Title

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
Last Updated November 2020

CLIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County:	GALVESTON COUNTY
Contract Number:	HHS000285100033
Budget Effective Date:	10/1/2025-9/30/2026

Cost Category		Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursemen	Total Anticipated County Match
A. Administration				
A.1. Direct Personnel Salaries		$420,822.00	$56,480.62	$364,341.38
A.2. Direct Personnel Fringe Benefits		$153,978.30	$20,666.20	$133,312.10
A.3. Direct Personnel Travel		$1,000.00	$134.22	$865.79
A.4. Direct Materials and Supplies		$9,750.00	$1,308.60	$8,441.40
A.5. Direct Equipment		$0.00	$0.00	$0.00
A.6. Direct Other Costs		$1,500.00	$201.32	$1,298.68
Total Administration		**$587,050.30**	**$78,790.96**	**$508,259.34**
B. Training				
B.1. Title IV-E Training (75%)		$4,837.50	$973.90	$3,863.60
B.2. Title IV-E Fostering Connections Training (75%)		$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)		$3,225.00	$432.84	$2,792.16
Total Training		**$8,062.50**	**$1,406.74**	**$6,655.76**
C. Indirect Costs (if applicable)				
Total Indirect Costs	$574,800.30	**$338,256.18**	**$45,399.05**	**$292,857.13**
Grand Total		**$933,368.98**	**$125,596.75**	**$807,772.23**

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	**26.84%**
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	**58.85%**

Contractor Certification

Sergio Cruz
Signature

09/16/2025
Date

Sergio Cruz, County Auditor
Printed Name & Title

Refer to Title IV-E Financial Handbook for additional information:
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp
End of worksheet

last updated 7/8/25

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

CLIVE-IR Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: GALVESTON COUNTY
Contract Number: HHS000285100033
Budget Effective Date: 10/1/2025-9/30/2026

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. IR Administration			
A.1. Direct Personnel Salaries	$1,260,000.00	$169,110.90	$1,090,889.10
A.2. Direct Personnel Fringe Benefits	$0.00	$0.00	$0.00
A.3. Direct Personnel Travel	$20,000.00	$2,684.30	$17,315.70
A.4. Direct Materials and Supplies	$0.00	$0.00	$0.00
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$3,200.00	$429.49	$2,770.51
Total Administration	**$1,283,200.00**	**$172,224.69**	**$1,110,975.31**
B. IR Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (75%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	**$0.00**	**$0.00**	**$0.00**
C. IR Indirect Costs (if applicable)			
Total Indirect Costs $0.00	$0.00	$0.00	$0.00
Grand Total	**$1,283,200.00**	**$172,224.69**	**$1,110,975.31**

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	26.84%
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	58.85%

Contractor Certification

Sergio Cruz
Signature

09/16/2025
Date

Sergio Cruz, County Auditor
Printed Name & Title

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT UNIFORM TERMS AND CONDITIONS

SECTION I
FUNDING AVAILABILITY AND FINANCIAL

A. FUNDING AVAILABILITY.

1. This Contract is contingent upon the continued availability of funding. If funds become unavailable through the lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidation, or any other disruptions of current appropriations, DFPS will reduce or terminate this Contract.
2. DFPS is prohibited from incurring obligations in excess of amounts lawfully appropriated by the Texas Legislature over the course of a biennium.

B. TRAVEL EXPENSES.

Travel expenses authorized by this Contract will be reimbursed according to the rates set by the State of Texas TexTravel (or its successor) program. Furthermore, DFPS reserves the right to reimburse at a rate equal to the rate DFPS employees receive even if the rates set by TexTravel are higher.

C. NO DEBT AGAINST THE STATE.

For Grantees that are not governmental entities, this Contract will not be construed as creating any debt by or on behalf of the State of Texas.

D. DEBT TO STATE.

If a law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges that DFPS's payments under the Contract will be applied toward eliminating the Grantee's debt or delinquency, regardless of when it arises.

E. RECAPTURE OF FUNDS.

Grantee agrees that:

1. DFPS will withhold all or part of any payments to Grantee to offset overpayments made to Grantee. Overpayments, as used in this Section, include payments made by DFPS that exceed the maximum allowable rates; that are not allowed under applicable laws, rules, or regulations; or that are otherwise inconsistent with this Contract, including any unapproved expenditures.
2. It will return to DFPS any amounts paid that are disallowed pursuant to any financial and compliance audit of funds received under this Contract; and
3. It will reimburse such disallowed costs from funds that were not provided or otherwise made available to Grantee under this Contract or from a source of federal funds derived from programs administered by DFPS or the State of Texas.

F. FINANCIAL REMEDIES.

In addition to any other remedy under law, DFPS reserves the right to implement financial remedies based on monitoring or audit findings related to violations of this Contract's requirements including recovery of all actual damages DFPS accrues as a result of a Grantee's noncompliance. As applicable to this Contract, additional financial remedies or liquidated damages may be provided for in this Contract's Supplemental and Special Conditions.

G. ALLOWABLE COSTS.

DFPS will reimburse the allowable costs incurred in performing the Contract that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DFPS will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If DFPS has paid funds to Grantee for unallowable or ineligible costs, DFPS will notify Grantee in writing, and Grantee shall return the funds to DFPS within 30 calendar days of the date of this written notice. DFPS will withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to DFPS or if financial status reports required under the Financial Status Reports section are not submitted by the due dates. DFPS will take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include the following chart. Furthermore, OMB Circulars will be applied with the modifications prescribed by the Texas Grant Management Standards (TxGMS) with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
Non-profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS
For-profit Organization other than a hospital	48 CFR, Part 31 Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and TxGMS	2 CFR Part 200 and TxGMS

H. INDEPENDENT SINGLE OR PROGRAM-SPECIFIC AUDIT.

If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with TxGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200 Government Auditing Standards, and TxGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits. Texas Health and Human Services Commission (HHSC) Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within 30 calendar days after notification by HHSC Single Audit Services to do so, then Grantee shall be subject to the DFPS sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section and state procurement procedures as well as with the provisions of TxGMS.

I. SUBMISSION OF AUDIT.

Within 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the Single Audit or Program-Specific Audit to DFPS as directed in this Contract and another copy to: single_audit_report@hhsc.texas.gov.

J. INSURANCE.

For Grantees that are not governmental entities, the following apply:

1. Unless otherwise specified in this Contract, its Supplemental and Special Conditions or the solicitation that this Contract resulted from, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance and in the type and amount customarily carried within the industry or as determined by DFPS.
2. Grantee will provide evidence of insurance upon request by DFPS.
3. If any policy is determined by DFPS to be deficient and to not comply with the terms of this Contract, Grantee will secure such additional coverage as required by DFPS, law, or regulation.
4. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

K. NONSUPPLANTING.

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other sources but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee will be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

SECTION II
RECORDS– ACCESS, AUDIT, AND RETENTION

A. RECORDS RETENTION AND ACCESS.

1. Grantee will keep and maintain accurate and complete records necessary to determine compliance with this Contract and applicable laws.
2. Grantee will provide access to its records to DFPS, the Texas State Auditor’s Office (SAO), the federal government, and their authorized representatives.
3. Unless otherwise specified in this Contract, Grantee will maintain legible copies of Subcontracts under this Contract and all related documentation for a minimum of seven years after the termination of this Contract or seven years after the completion of any litigation or dispute involving the Contract, whichever is longer.

GRANTEE WILL NOT DISPOSE OF RECORDS BEFORE PROVIDING THE DFPS CONTRACT MANAGER WRITTEN NOTICE OF ITS INTENT TO DISPOSE OF RECORDS AND RECEIVING WRITTEN APPROVAL FROM THE DFPS CONTRACT MANAGER.

B. SAO AUDIT.

1. Grantee understands that acceptance of funds under this Contract or through a Subcontract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds.
2. Under the direction of the Legislative Audit Committee, an entity that is the subject of an SAO audit or investigation must provide the SAO access to any information that is considered relevant.
3. Grantee agrees to cooperate fully with the SAO, or its successor, in the conduct of the audit or investigation, including providing all records requested.
4. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subgrantees related to this contract and the requirement to cooperate is included in any subcontracts it awards.

C. COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS.

1. Grantee will implement all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, accounting principle, or deficiency identified in any audit, review, or inspection of this Contract.
2. Any such correction will be at Grantee or its Subgrantee's sole expense.
3. Whether Grantee's action corrects the noncompliance will be solely the decision of DFPS.
4. Grantee must provide, at DFPS’s request, a copy of those portions of Grantee's and its Subgrantees' internal audit reports relating to this Contract.

D. CONFIDENTIAL INFORMATION.

1. Grantee agrees to only use DFPS confidential information for the purpose of this Contract and to comply with all applicable state and federal laws when it receives and stores DFPS confidential information, including but not limited to the following enumerated. This includes any communication or record regardless of form or format provided or made available through any means and includes records or information that identifies DFPS children or clients:
    a. Section 106 of the Child Abuse Prevention and Treatment Act, codified at 42 U.S.C. 5106a;
    b. Section 471 of Title IV-E of the Social Security Act, codified at 42 U.S.C. 671(a)(8), and related federal rules at 45 CFR 1355.30 and 45 CFR 205.50;
    c. Social Security Administration data, including without limitation Medicaid information (Social Security Act, 42 U.S.C. Chapter 7);

d. Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 CFR Part 99;
e. Protected health information, including electronic protected health information or unsecured protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. Chapter 7, Subchapter XI, Part C; 45 CFR Parts 160 and 164;
f. Confidentiality of Alcohol and Drug Abuse Patient Records, 42 U.S.C. §290dd-2, 42 CFR Part 2;
g. Federal Tax Information, Internal Revenue Code, Title 26 of the United States Code including IRS Publication 1075;
h. The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. §552a;
i. Personal identifying information defined by Texas Business and Commerce Code Chapter 521, and OMB Memorandum 07-16,
j. Safeguarding Against and Responding to the Breach of Personally Identifiable Information;
k. Texas Family Code §261.201 and related provisions in Chapters 261 and 264;
l. Texas Health and Safety Code §81.046 and Chapters 181 and 611;
m. Texas Human Resources Code §12.003, §40.005, and Chapter 48;
n. Texas Public Information Act, Texas Government Code Chapter 552;
o. 19 Texas Administrative Code Chapter 702 Subchapter F (Child Protective Services) and Chapter 705 Subchapter M (Adult Protective Services); and
p. Criminal History Record Information guidelines in the FBI's Criminal Justice Information Services (CJIS) Security Policy.

2. Grantee will notify DFPS immediately, but not later than 24 hours, after Grantee discovers any possible or actual unauthorized disclosure or breach of DFPS confidential information. Grantee will also fully cooperate with DFPS in investigating, mitigating, and issuing notifications for an unauthorized disclosure or breach as directed by DFPS.

3. Grantee will only disclose information according to applicable law and will notify DFPS as required by the applicable law when it makes a disclosure.

4. In the event the Grantee receives a request or demand for confidential information or records in connection with any discovery, investigative, civil, criminal, or other similar legal process, they will provide DFPS with written notice of this request or demand within two business days of receiving it.

E. PUBLIC INFORMATION ACT.

1. Information related to this Contract will be subject to the Public Information Act (PIA) found at Texas Government Code Chapter 552 and withheld from public disclosure or released only in accordance with the PIA.

2. In accordance with Section 2252.907 of the Texas Government Code, the Grantee is required to make any information created or exchanged with DFPS pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to DFPS.

SECTION III
OWNERSHIP AND INTELLECTUAL PROPERTY

A. OWNERSHIP.

DFPS owns all work produced by Grantee under this Contract.

B. INTELLECTUAL PROPERTY.

1. To the extent any services, deliverables, or work performed by Grantee results in the creation of intellectual property, all rights, title, and interest in and to such intellectual property will vest in DFPS upon creation and will be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.
2. To the extent that title to any such intellectual property will not by law vest in DFPS, or such intellectual property will not be considered a "work made for hire," Grantee hereby irrevocably assigns all rights, title, and interest therein to DFPS.
3. Grantee must give DFPS and the State of Texas, as well as any person designated by DFPS or the State of Texas, all assistance required to perfect the rights defined in this Section without any additional charge or expense beyond the stated amount payable to Grantee authorized under this Contract.

SECTION IV
NOTICE AND REPORTING

A. NOTICE OF LEGAL MATTER OR LITIGATION.

Grantee will notify their assigned DFPS Contract Manager of any litigation or legal matter related to or affecting this Contract within seven calendar days of Grantee becoming aware of the litigation or legal matter.

B. NOTICE OF CHANGE IN CONTACT PERSON OR KEY PERSONNEL OR MATTERS IMPACTING CONTRACT.

Grantee will notify their assigned DFPS Contract Manager within 10 days of any change to the Grantee's Contact Person or Key Personnel in the Contract or any matter impacting the Contract, which includes but is not limited to changes to Grantee's name or identity, ownership, control, or governing board membership, any problem or potential problem associated with its performance or services, or payee identification number.

C. COMPLAINT REPORTING.

Unless otherwise noted in this Contract, DFPS will contact the Grantee when it receives a complaint about the Grantee and advise the Grantee whether DFPS will conduct an investigation or will coordinate with the Grantee for an investigation. When DFPS requires the Grantee to conduct any part of the complaint investigation, Grantee must respond in writing to DFPS with all information and according to DFPS's requirements and specified time frames.

D. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

In addition to any other reporting requirement, Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation to DFPS Statewide Intake by either phone at **1-800-252-5400** or online at https://www.txabusehotline.org/Login/Default.aspx.

E. REPORTING CRIMINAL CONDUCT

In addition to any other reporting requirement, if the Grantee, DFPS, or their employees become aware of either Grantee's, DFPS's or their employees' conduct against a person receiving DFPS's services that could constitute a criminal offense, they must report it to a local law enforcement agency no later than 48 hours after becoming aware of such criminal conduct.

SECTION V
AMENDMENT

A. BILATERAL AMENDMENT.

Except as provided for in the Unilateral Amendment section below, this Contract can only be changed by a Bilateral Amendment executed by both Parties.

B. UNILATERAL AMENDMENT.

A Unilateral Amendment will be effective on the date that is specified in it. DFPS has sole discretion to issue a Unilateral Amendment to modify a Contract's requirements, terms, or conditions as follows:

1. Correct an obvious clerical error;
2. Modify a Contract or Grant Number or Agency ID Number;
3. Incorporate new or revised state or federal laws, regulations, rules, or policies;
4. Comply with a court order or judgment;
5. Update service-level description or daily rates;
6. Update Grantee's name as recorded by the Secretary of State, as required by law, or as authorized by DFPS;
7. Change either Party's Contract or Grant Manager or contact information;
8. Change any recorded license number based on information obtained from the agency or entity issuing the license; and
9. For Open Enrollments only, add or delete a geographic service area, service delivery location, or service type as long as it is part of a current Open Enrollment.

SECTION VI
TERMINATION

A. TERMINATION FOR CONVENIENCE.

DFPS will terminate the Contract, in whole or in part, at any time when in its sole discretion, DFPS determines that termination is in the best interests of the

State of Texas. The termination will be effective on the date specified in DFPS's notice of termination.

B. TERMINATION FOR CAUSE.

1. If the Grantee fails to provide the services or goods required by this Contract or fails to comply with any terms or conditions of it, DFPS will terminate the Contract in whole or part.

2. In addition to any other remedy allowed by law, Grantee will be responsible to DFPS for all costs incurred by DFPS and the State of Texas to replace the Grantee. These costs include but are not limited to the costs of procuring a substitute Grantee and the cost of any claim or litigation that is reasonably attributable to Grantee's failure to provide services or goods.

C. EQUITABLE SETTLEMENT.

Any early termination under this Contract will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

SECTION VII
GENERAL PROVISIONS

A. GOVERNING LAW AND VENUE.

This Contract and the rights and obligations of the Parties will be governed by and construed according to the laws of the State of Texas, exclusive of any conflicts of law provisions. Venue for any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas, unless DFPS elects otherwise. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it will now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract.

B. INDEMNITY.

THE FOLLOWING APPLIES TO GRANTEES THAT ARE NOT GOVERNMENTAL ENTITIES.

1. GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND DFPS AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM:

a. GRANTEE'S PERFORMANCE UNDER THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;

b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF CONTRACT BY

THE GRANTEE OR ANY AGENT, EMPLOYEE, SUBGRANTEE, OR SUPPLIER OF THE GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF THE GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;

c. EMPLOYMENT OR ALLEGED EMPLOYMENT DISCRIMINATION, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR

d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.

2. NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OF DFPS'S SOVEREIGN IMMUNITY.

3. IF DFPS IS A NAMED DEFENDANT IN ANY SUIT INVOLVING THIS CONTRACT, THE DEFENSE WILL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE MAY NOT AGREE TO ANY SETTLEMENT REGARDING SUITS INVOLVING THIS CONTRACT IF DFPS IS A NAMED DEFENDANT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE TEXAS ATTORNEY GENERAL.

C. BACKGROUND HISTORY CHECKS AND RIGHT OF REMOVAL.

1. Before providing direct services or having direct client contact, or access to client records, the Grantee will submit information necessary for DFPS to conduct background checks on its employees, Subgrantees, or volunteers according to the DFPS Background Checks Handbook under the applicable policy section at http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the employee, Subgrantee, or volunteer can provide direct services, have direct contact, or access client records, the Grantee must receive notice from DFPS that the background check has been approved.

2. If while providing direct services or having direct client contact or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state, or local agency or board of an employee, Subgrantee, Subcontractor or volunteer, then the Grantee will notify DFPS within 10 business days of becoming aware of it. DFPS will determine if and when the employee, subgrantee, or volunteer can have direct contact with clients.

D. ASSIGNMENTS.

Grantee will not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of DFPS. Any attempted assignment in violation of this Section is void and without effect. This Section will not prohibit collateral assignment of payments for the purpose of secured lending arrangements in the ordinary course of business.

Grantee agrees that DFPS may, in one or more transactions, assign, pledge, or transfer this Contract.

E. SEVERABILITY.

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist, and the non-enforceability of such provision will not be held to render any other provisions of this Contract unenforceable.

F. SURVIVABILITY.

Termination or expiration of this Contract will not release either Party from any liabilities or obligations that the Parties have expressly agreed will survive any such termination or expiration, that remain to be performed, or that by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and retaining records.

G. FORCE MAJEURE.

Except with respect to the obligation of payments under this Contract, if either of the Parties after a good faith effort is prevented from complying with any express or implied covenant of this Contract by reason of war, terrorism, rebellion, riots, strikes, acts of God, any valid order, rule, or regulation of any governmental authority, or similar events that are beyond the control of the affected Party (collectively referred to as force majeure events), then while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming force majeure will promptly notify the other Party of the force majeure event in writing of the reason for such delay, estimated duration of the delay, and the steps taken to minimize the delay.

H. AUTHORITY OF DFPS STAFF.

DFPS staff are not authorized to sign non-DFPS forms unless DFPS has given prior approval to those forms. DFPS is not bound to the terms of any forms signed by unauthorized staff.

I. DISPUTE RESOLUTION.

For Grantees that are not governmental entities, the Parties will use the dispute resolution process in Texas Government Code Chapter 2260 to resolve any dispute that arises under this Contract. Grantee's Notice of Claim of Breach of Contract is delivered to their DFPS Contract Manager in their Contract and to the DFPS Office of General Counsel at the address listed below, by hand, certified mail return receipt requested, or other verifiable delivery service, and is effective on date received.

Office of General Counsel Physical Address
4900 N. Lamar Blvd.
Austin, TX 78751

Mailing Address
P.O. Box 149030
Austin, TX 78714-9030
Mail Code: E611

J. WAIVER.

DFPS's failure to enforce any provision of this Contract or its payment for services or goods provided under this Contract will not constitute a waiver of any provision of the Contract.

K. CIVIL RIGHTS.

1. Grantee agrees to comply with state and federal anti-discrimination laws, including:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
   b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
   c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
   d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
   e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
   f. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
   g. DFPS's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
2. Grantee agrees to comply with all amendments to these laws and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States will on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion be excluded from participation in or denied any service or other benefit provided by federal or state funding or otherwise be subjected to discrimination.
3. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 and its implementing regulations found at 45 CFR Part 80 or 7 CFR Part 15 that prohibit a Grantee from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Grantees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, orally, in writing, and electronically, in appropriate languages other than English to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to government-funded programs, benefits, and activities.
4. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHSC Civil Rights Office. The posters are available on the HHSC

website at https://www.hhs.texas.gov/about/your-rights/civil-rights-office/civil-rights-posters.

5. Grantee agrees to comply with Executive Orders 13279 and 13559 and their implementing regulations at 45 CFR Part 87 or 7 CFR Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Grantee must provide written notice to beneficiaries of these rights.
6. Upon request, Grantee will provide the HHSC Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
7. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than 10 calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
North Austin Complex
4601 W. Guadalupe Street, Mail Code W206
Austin, TX 78751

Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885

L. PERMIT AND LICENSE.

Grantee will be responsible at its expense for obtaining all permits and licenses required by city, county, state or federal rules, regulations, or laws necessary or required for the Grantee to provide services or goods under this Contract.

M. WARRANTY.

Grantee warrants that all services, deliverables, and work done under this Contract will be completed in a manner consistent with generally accepted standards in the applicable trade, profession, or industry; conform to or exceed the specifications set forth in the Contract; be fit for ordinary use and of good quality; and contain no material defects.

N. E-VERIFY/EMPLOYEE ELIGIBILITY.

By entering into this Contract, Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of all persons employed during the Contract term to perform duties within Texas and all persons (including Subgrantees) the Grantee assigns to perform services, deliverables, and work pursuant to the Contract.

O. REPORT OF WASTE, FRAUD, OR ABUSE.

Grantees who suspect fraud, waste, or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately contact both the Texas HHSC Office of the Inspector General at 1-800-436-6184 and the Texas State Auditor's Office at https://sao.fraud.texas.gov/ReportFraud/.

P. STANDARDS OF SERVICE DELIVERY.

1. Grantee will make reasonable efforts to provide services that take into consideration the intellectual functioning, literacy, level of education, and comprehension ability of each DFPS Child or Client in order to present information in a way that meets their individual needs.
2. Grantee will provide services in the language that will best meet the Child or Client's needs either directly by Grantee or a DFPS approved translator.

Q. PUBLICITY.

1. Unless prior written authorization is given by DFPS, Grantee must not use the name of, or directly or indirectly refer to DFPS in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
2. Grantee will publish, at its sole expense, results of Grantee performance under the Contract with DFPS's prior review and written approval, which DFPS will withhold at its sole discretion. Grantee will acknowledge the support received in all format types (written, visual, and audio) from DFPS and the Federal Agency, as applicable.

R. LIMITATION OF DFPS NAME, SEAL, OR LOGO.

1. Grantee will not use the DFPS name, seal, or logo in any form or manner without the prior written approval of DFPS.
2. Grantee will not use the DFPS name, seal, or logo to imply any DFPS endorsement, approval, or sponsorship of Grantee's goods or services.

S. SUBCONTRACTING AND SUBAWARDING.

As applicable under the Contract, Grantee will comply with the following:

1. Grantee will be responsible to DFPS for all Subcontractors' and Subgrantees' performance under this Contract. Subcontractors and Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No Subcontract or Subaward under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantee cannot subcontract or subaward case management services without prior written DFPS permission.
4. Grantees planning to subcontract or subaward all or a portion of the work to be performed will identify the proposed Subcontractors and Subgrantees.
5. Subcontracting and Subawarding will be solely at Grantee's expense.

6. DFPS retains the right to check Subcontractors' and Subgrantees' backgrounds and to approve or reject the use of submitted Subcontractors and Subgrantees.
7. Grantee will be the sole contact for DFPS, and Grantee will list a designated point of contact for all DFPS inquiries.
8. Grantee will include a term in all subcontracts and subawards that incorporates this Contract by reference and binds Subcontractors and Subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the Subcontractor and Subgrantee as well as explicitly hold that this Contract controls in the event of any conflict with Subcontractor. DFPS approval of Grantee's use of any Subcontractor and Subgrantee is conditioned upon the extent that any subcontract and subaward does not conflict with any requirements of the Contract between DFPS and Grantee.

T. INFORMATION SECURITY AND CYBERSECURITY TRAINING REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Data and System Security Requirements at http://www.dfps.texas.gov/Doing_Business/documents/Contractor_Data_and_System_Security_Requirements.pdf and agrees to periodically check for, and comply with, any updates made to this document.

U. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based applications, or immediately notify DFPS that access to such applications needs to be terminated for any employee, Subcontractor, Subawardee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

V. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS.

Upon request from DFPS, Grantee will provide copies of its most recent business continuity and disaster recovery plans.

W. UNIFORM ACCESSIBILITY REQUIREMENTS.

As applicable to this Contract, the Grantee must comply with DFPS's Uniform Accessibility Requirements at http://www.dfps.texas.gov/Doing_Business/documents/DFPS-Uniform-Accessibility-Requirements-Section508-WCAG2.0.pdf and agrees to periodically check for, and comply with, any updated requirements made to this document.

X. MILITARY INFORMED CARE OR CULTURAL COMPETENCY TRAINING.

In accordance with Texas Government Code §434.352(e), if the Grantee is awarded a grant from DFPS to provide mental health services to veterans or veterans' families, the Grantee is required to:

1. Have a prior history of successful execution of a grant from DFPS;
2. Provide personnel who provide mental health services to veterans or

veterans' families with military informed care or military cultural competency training; or

3. Require personnel who provide mental health services to veterans or veterans' families to complete military competency training provided by any of the following:
    a. Texas Veterans Commission;
    b. HHSC;
    c. Military Veteran Peer Network;
    d. Substance Abuse and Mental Health Services Administration;
    e. United States Department of Defense;
    f. United States Department of Veterans Affairs; or
    g. Nonprofit organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, by being listed as an exempt entity under Section 501(c)(3) of that code, with experience in providing training or technical assistance to entities that provide mental health services to veterans or veterans' families.

SECTION VIII
CERTIFICATIONS AND AFFIRMATIONS

As applicable to this Contract, Grantee certifies and affirms by entering into this Contract that these certifications and affirmations apply to Grantee and all of Grantee's principals, officers, directors, shareholders, partners, owners, agents, employees, Subgrantees, independent contractors, and any other representatives who will provide services under or who have a financial or other interest in this Contract.

A. Dealing with Public Servants. Grantee has not given or offered to give and does 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 this Contract.

B. Prior Disaster Relief Contract Violation. Under Texas Government Code §2155.004 (regarding the prohibition of certain financial participation by persons) and §2155.006 and §2261.053 (both relating to ability to receive this Contract, and convictions or penalties regarding Hurricane Rita, Hurricane Katrina, or other disasters), Grantee acknowledges that it is not ineligible to receive this Contract and that this Contract will be terminated and payment withheld if this certification is found to be inaccurate.

C. Child Support Affirmation Obligation. Under Texas Family Code §231.006 (relating to delinquent child support), Grantee acknowledges that it is not ineligible to receive the specified Grant, loan, or payment and acknowledges that this Contract will be terminated and payment will be withheld if this certification is found to be inaccurate.

D. Suspension and Debarment. Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency under the regulations implementing Executive Order 12549 and Executive Order 12689, 2 CFR Part 376 Debarment and Suspension and any relevant regulations promulgated by the department or agency funding this project. Grantee agrees

that this provision will be included in its entirety in Grantee's subcontracts if payment in whole or in part is from federal funds. Furthermore, Grantee acknowledges that it has not been subjected to suspension, debarment, or similar ineligibility determined by any state or local governmental entity.

E. Excluded Parties. Grantee is not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement or award are listed at https://sam.gov/search/?index. This Contract will be terminated, and payment withheld if this certification is inaccurate. Grantee must include this provision in its entirety in Grantee's Contracts, subawards, and subcontracts.

F. Executive Head of a State Agency Affirmation. Under Texas Government Code §669.003 (relating to contracting with the executive head of a state agency), Grantee acknowledges that it is not the executive head of DFPS, was not at any time during the past four years the executive head of DFPS and does not employ a current or former executive head of DFPS.

G. Franchise Tax Status. Grantee acknowledges that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171.

H. Lobbying Prohibition. Payments to Grantee and Grantee's receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code §556.005, §556.0055, or §556.008 (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

I. Buy Texas Affirmation. If this Contract is for services, the Grantee will comply with Texas Government Code §2155.4441 for the purchase of products and materials produced in the State of Texas. However, this §2155.4441 is not applicable to Contracts or Contracts with federal funding that further prohibits the use of geographic preferences.

J. Antitrust Affirmation. Grantee has not violated state or federal antitrust laws and has not communicated its bid for this Contract directly or indirectly to any competitor or any other person engaged in such line of business. Grantee hereby assigns to DFPS any claims for overcharges associated with this Contract under 15 U.S.C.§1, et seq., and Texas Business and Commerce Code §15.01, et seq.

K. Entities that Boycott Israel. If the Grantee is a "Company" under Texas Government Code §808.001, at the time of executing this Contract, the Grantee is certifying that it does not boycott Israel and will not boycott Israel during the term of this Contract.

L. Human Trafficking Prohibition. Under Texas Government Code §2155.0061, Grantee certifies that it is not ineligible to receive this Grant and acknowledges that this Contract may be terminated, and payment withheld if it is found that during the five-year period preceding the date of this Contract, the Grantee was convicted of any offense related to the direct support or promotion of human trafficking.

M. Foreign Terrorist Organizations. Under Texas Government Code §2252.152, the Grantee warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

N. Contracting Information Responsibilities. The requirements of Texas

Government Code 552, Subchapter J may apply to this Contract, and the Grantee agrees that this Contract can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of this Subchapter.

O. COVID-19 Vaccine Documentation. Grantee represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and is eligible pursuant to that section to receive a grant or enter into a contract with DFPS payable with state funds.

P. Firearm and Ammunition Industries Discrimination Prohibition. For Contracts entered into on or after September 1, 2021, if Grantee is a Company under Texas Government Code § 2274.002 at the time of executing this Contract, Grantee certifies that it is exempt under that section, or it 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 the Contract against a firearm entity or firearm trade association.

Q. Abortion Provider and Affiliate Transactions Prohibited. Grantee certifies that this Contract is not a taxpayer resource transaction prohibited by Texas Government Code §2273.003 made by DFPS to the Grantee and Grantee's Receipt of appropriated funds under this Contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

R. Foreign Adversary Ownership Prohibited. By entering into this Contract, Grantee certifies and ensures that for the term of this Contract, Grantee is not and, if applicable, any of its holding companies or subsidiaries, is not:

1. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA);

2. Listed in Section 1260H of the 2021 NDAA;

3. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

4. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

ATTACHMENT D

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES
GRANT SUPPLEMENTAL AND SPECIAL CONDITIONS

SECTION I
SUPPLEMENTAL CONDITIONS

The following Supplemental Conditions modify the DFPS Grant Uniform Terms and Conditions.

A. Section II (D) is modified by adding the following language as Subsection 5:

5. The County may, without prior DFPS approval, provide access to records and/or information concerning children receiving services under this Contract by the DFPS to properly identified individuals appointed by a court of competent jurisdiction that are volunteers or employees of Court Appointed Special Advocates (CASA), guardians ad litem, and/or attorneys ad litem in accordance with Texas Family Code Section 107.006. In order to confirm that an individual who is accessing records and information is appointed by a court of competent jurisdiction, the County should:
   a. If such individual is an employee of the CASA, guardian ad litem, or attorney ad litem, review for a valid court order;
   b. If such individual is a CASA volunteer, review for a valid court order and a notification letter of volunteer assignment and acceptance, that clarifies the individual's appointment to the child for whom records or information is sought; or
   c. If County cannot readily determine the identity or authority of an individual appointed by a court of competent jurisdiction, then County should obtain written approval from DFPS prior to granting access to records or information.

B. Section VII (C) is deleted and replaced with the following language:

Background Checks and Removal.

1. For the purposes of background checks, members are considered volunteers.
2. If members have regular access to DFPS clients, a background check is required and the Grantee will submit information necessary for DFPS to conduct background checks on its volunteers according to DFPS Background Checks Handbook under the applicable policy section at

http://www.dfps.texas.gov/handbooks/Background_Checks/default.asp, including any required disclosures. Furthermore, before the volunteer can have regular access to DFPS clients, the Grantee must receive notice from DFPS that the background check has been approved.

3. If while providing direct services, having direct client contact and/or access to client records, the Grantee becomes aware of any new arrest or investigation of abuse or neglect conducted by any federal, state, or local agency or board of an employee, subcontractor, or volunteer, then the Grantee will notify DFPS within ten business days of them becoming aware of it. DFPS will determine if and when the employee, subcontractor or volunteer can have direct contact with clients.

SECTION II
SPECIAL CONDITIONS

In addition to the DFPS Grant Uniform Terms and Conditions, the Grantee agrees to comply with the following DFPS Grant Special Conditions.

A. PAYMENTS UNDER STATE PLANS APPROVED UNDER TITLE IV-E AND TANF.

As applicable, Grantees must seek payment or adjustment to payments in accordance with the time limit specified in 45 Code of Federal Regulations (CFR) 95.1 that provides a two-year (eight quarter) time limit for a State to claim Federal financial participation in expenditures under State plans approved under Title IV-E and Temporary Assistance for Needy Families (TANF).

Any invoice or amended invoice, that is submitted to DFPS later than seven quarters after the end of the quarter of the expense will not be processed unless DFPS determines that submission for payment of the bill to the federal government can be executed within the time limits provided in the CFR.

B. BACKGROUND HISTORY CHECKS - DISALLOWANCE OF TITLE IV-E FUNDS.

If this contract is funded in part or whole by Title IV-E Funds, then during a federal audit, if there is a finding that Grantee has not performed required Checks within the timeframes required by the Grantee, this finding can result in a disallowance of Title IV-E funds claimed on behalf

of the client. In addition to any other remedy under this Contract, DFPS can require the Grantee to reimburse DFPS for such disallowances, including disallowed costs related to foster care maintenance payments, administrative costs, and interest.

C. REPORTING ABUSE, NEGLECT, OR EXPLOITATION.

Grantee will report any suspected case of abuse, neglect, or exploitation to the appropriate authority as required by the Texas Family Code Chapter 261. All reports must be made within 24 hours of the discovery of the suspected abuse, neglect, or exploitation.

D. SUBCONTRACTING.

As applicable under the Contract, Grantee will comply with the following:

1. Grantee will be responsible to DFPS for any subgrantee's performance under this Contract. Subgrantees providing services under the Contract will meet the same requirements and level of experience as required of Grantee.
2. No subcontract under the Contract will relieve Grantee of responsibility for ensuring the requested services are provided.
3. Grantees planning to subcontract all, or a portion, of the work to be performed will identify the proposed subgrantees.
4. Subcontracting will be solely at Grantee’s expense.
5. DFPS retains the right to check subgrantee’s background and approve or reject the use of submitted subgrantees.
6. Grantee will be the sole contact for DFPS and Grantee will list a designated point of contact for all DFPS inquiries.
7. Grantee will include a term in all subcontracts that incorporates this Contract by reference and binds subgrantees to all the requirements, terms, and conditions of this Contract related to the service being provided by the subgrantee, as well as explicitly hold that this Contract controls in the event of any conflict with subcontract. DFPS approval of Grantee's use of any subgrantee is conditioned upon the extent that any subcontract does not conflict with any requirements of the Contract between DFPS and Grantee.
8. Payments to subgrantees will be made pursuant to the Texas Prompt Payment Act (Texas Government Code Chapter 2251).

E. INFORMATION SECURITY REQUIREMENTS.

Grantee must comply with the following:

1. The DFPS IT Security Policy located at: https://www.dfps.texas.gov/PCS/About_PCS/documents/Grantee_Information_Security.pdf
2. Upon reasonable notice, Grantee must provide, and cause its subgrantees and agents to provide, DFPS or its designee, prompt, reasonable, and adequate access to any information security records, books, documents, and papers that are directly pertinent to the performance of the Contract including, but not limited to:
   a. Grantee information security policies, procedures, standards, guidelines;
   b. Grantee security violation reports;
   c. Grantee employee security acknowledgement agreements; and
   d. Lists of Grantee's employees, subgrantees, and agents with authorized access to DFPS confidential information.
3. The information in Subsection 2 above is subject to DFPS' review and approval. Neither DFPS' review or approval, nor its failure to review or approve, will relieve, waive, or satisfy any of Grantee's obligations under this Contract.
4. Grantee will provide, and will cause its subgrantees and agents to provide, to DFPS, upon reasonable notice, written certifications of compliance with controls and provisions relating to information security, including but not limited to, those related to confidential data transfers and the handling and disposal of Personally Identifiable Information (PII). Acceptable forms of written compliance may be, but are not limited to:
   a. The American Institute of Certified Public Accountants' Statement on Standards of Attestation Engagements 18 ("SSAE 18") or similar subsequent report;
   b. General Security Controls Audit;
   c. Application Controls Audit;
   d. Vulnerability Assessment; and
   e. Network/Systems Penetration Test.

F. REMOVAL OF ACCESS.

Grantee will immediately remove access capabilities to any DFPS automated/internet-based application(s), or immediately notify DFPS that access to such applications needs to be terminated for an employee, subgrantee, or volunteer whose employment, subcontract, or volunteer term with Grantee has ended for any reason.

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2022

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. 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.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. 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).

6. Will 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) §§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) 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 or 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, as applicable, with 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 subagreements.

10. Will comply, if applicable, 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. 93-205).

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 comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. 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.

17. 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."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	COUNTY JUDGE
APPLICANT ORGANIZATION	DATE SUBMITTED
COUNTY OF GALVESTON	

Standard Form 424B (Rev. 7-97) Back

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*48.

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

Grant Award/Agreement

1) **Court Date:** 10/13/2025
2) **Department:** Mosquito Control
3) **Grant Agency: FEMA**
4) **Funding Source: PA - DR-4798 Hurricane Beryl Disaster Recovery**
5) **Grant Start Date:** 7/7/2024
6) **Grant End Date:** 9/30/2025
7) **Program Year: 2024**
8) **Program End Date:** 9/30/2025
9) **Renewal Grant: DISASTER RECOVERY**
10) **Contract #: DR-4798-51**
11) **Description: Reimbursement for Mosquito Control activities following Hurricane Beryl**

12) **Grant Organization Keys:**
13) **Grant Type:**

Expenditure Type

14) **Grant Funded $56,028.52**
15) **County Funded $18,028.52**
16) **Total Project Amount: $74,704.69**
17) **Assigned Department Contact: Betsy Thomas - Professional Services**

County Funding Sources

18) **Match Fund: General Fund / General Government 1101-110000**
19) **Match Division: Grant Match Mandatory - 5910100**

NOTES:

Approval History

Seq #	Approver	Action	Action Date
1	Elizabeth Thomas	Approve	10/1/25 5:45 pm
2	John Marshall	Approve	10/2/25 8:57 am
Notes:	Approve on behalf of John Marshall		
3	Diana Huallpa	Approve	10/2/25 12:54 pm
4	Sergio Cruz	Approve	10/2/25 1:15 pm

MEMORANDUM

To: Galveston County Commissioners' Court

From: Betsy Thomas, Grant Writer

Court Date: October 13, 2025

RE: Hurricane Beryl
Federal Emergency Management Administration Project Award
Vector Control

BACKGROUND

Galveston County was hit by Hurricane Beryl on July 7, 2024 and a Local, State and Federal Disaster was declared for the event and included Galveston County in the list of counties eligible for FEMA Public Assistance.

On July 22, 2024, Galveston County Commissioners Court approved the submission of the Request for Public Assistance and County staff has been working since that time to first formulate a list of damaged facilities and then work with FEMA to have each site inspected as well as submission of all relevant policies, summaries and back-up documentation.

FEMA has now issued an individual project award for the above-referenced project.

SUMMARY

The attached documents the Damage Description as well as the Scope of Work for Mosquito Control expenses.

RECOMMENDATIONS

Professional Services requests the Court to consider acceptance of the Scope of Work, Cost Estimate for the Vector Control services from the Federal Emergency Management Administration.

v0

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	754330 **P/W #** 51	**Project Type**	Actual Costs
Project Category	B - Emergency Protective Measures	**Applicant**	Galveston County (167-99167-00)
Project Title	DR4798TX - Galveston County Vector Control Countywide	**Event**	4798DR-TX (4798DR)
		Declaration Date	7/9/2024
Project Size	Small	**Incident Start Date**	7/05/2024
Activity Completion Date	1/09/2025	**Incident End Date**	7/9/2024
Process Step	Pending Applicant Project Review		

Damage Description and Dimensions

The Disaster # 4798DR, which occurred between *07/05/2024* and *07/09/2024*, caused:

Damage # 1387342; Emergency Protective Measures (Damage for Project [754330] DR4798TX - Galveston County Vector Control Countywide)

During the incident period of 7/5/2024 through 7/9/2024, a(n) Tropical Storm created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.

- Provided Emergency Protective Measures for Hurricane Beryl to protect from the immediate threat to the lives, health and safety of the general public and/or lessen the immediate threats of significant additional damages to improved property at County-wide from 7/10/2024 to 7/20/2024.

Final Scope

1387342

Damage for Project [754330] DR4798TX - Galveston County Vector Control Countywide

Cost share for this version is 75%. All work and costs in this project fall between 07/10/2024 and 07/20/2024.

Work Completed

The applicant utilized force account equipment and materials for the Emergency Protective measures.

Galveston County

A. Provided Mosquito abatement through equipment, and materials. Performed mosquito abatement services throughout Galveston County because of standing water and the inability to remove debris after Hurricane Beryl, where heavy rainfall exceeded eight inches, created extensive breeding grounds. To mitigate conditions posing a public health risk and to address concerns about mosquito-borne illnesses such as, West Nile and Zika viruses, abatement control measures were implemented. These measures included increased surveillance measures, source reduction, spraying with insecticides and chemicals, public education, and aerial application of adulticides (Dibrom) using eight 30-gallon drums from one insect control aircraft.

1. Force Account Equipment: 1 Ea; 5.90 equipment hours: $8,102.29

2. Materials and Supplies: $66,602.40

Work Completed Totals

1. Force Account Equipment: $8,102.29

2. Materials and Supplies: $66,602.40

Work Completed Total: $74,704.69

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ. See *754330 DR 4798 Galveston County Mosquito Abatement Cost Summary Applicant Concurrence.xlsx*.

2. For mosquito abatement locations see attachments *Airplane Spray Data Galveston County.xlsx, Spray maps consolidated.pdf, SPRAY AREA REFERENCE.docx,* and *Galveston County Map.pdf.*

3. For mosquito justification see attachments *GCHD_Hurricane Beryl_Mosquito FEMA Request - Galveston County.pdf, J Marshall 214.pdf,* and *Airplane Spray Data Galveston County.xlsx.*

4. CRC EHP Note: Abatement took place county-wide.

5. CRC EHP Note: Chemical used was Dibrom with a Beech King Aerial Mosquito Sprayer.

Cost

Code	Quantity	Unit	Total Cost	Section
9008 (Equipment)	1.00	Lump Sum	$8,102.29	Completed
9009 (Material)	1.00	Lump Sum	$66,602.40	Completed

CRC Gross Cost	$74,704.69
Total Insurance Reductions	$0.00
CRC Net Cost	$74,704.69
Federal Share (75.00%)	$56,028.52
Non-Federal Share (25.00%)	$18,676.17

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #

Subgrant Conditions

- As described in Title 2 Code of Federal Regulations (C.F.R.) § 200.333, financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. Exceptions are stated in 2 C.F.R. §200.333(a) – (f)(1) and (2). All records relative to this project are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster-specific costs.
- The Recipient must submit its certification of the subrecipient's completion of all of its small projects and compliance with all environmental and historic preservation requirements within 180 days of the applicant's completion of its last small project, or the latest approved deadline, whichever is sooner.
- When any individual item of equipment purchased with PA funding is no longer needed, or a residual inventory of unused supplies exceeding $5,000 remains, the subrecipient must follow the disposition requirements in Title 2 Code of Federal Regulations (C.F.R.) § 200.313-314.
- The terms of the FEMA-State Agreement are incorporated by reference into this project under the Public Assistance award and the applicant must comply with all applicable laws, regulations, policy, and guidance. This includes, among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide; and other applicable FEMA policy and guidance.
- The DHS Standard Terms and Conditions in effect as of the declaration date of this emergency declarations or major disaster, as applicable, are incorporated by reference into this project under the Public Assistance grant, which flow down from the Recipient to subrecipients unless a particular term or condition indicates otherwise.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth at Title 2 Code of Federal Regulations (C.F.R.) Part 200 apply to this project award under the Public Assistance grant, which flow down from the Recipient to all subrecipients unless a particular section of 2 C.F.R. Part 200, the FEMA-State Agreement, or the terms and conditions of this project award indicate otherwise. See 2 C.F.R. §§ 200.101 and 110.
- The subrecipient must submit a written request through the Recipient to FEMA before it makes a change to the approved scope of work in this project. If the subrecipient commences work associated with a change before FEMA approves the change, it will jeopardize financial assistance for this project. See FEMA Policy No. 104-009-2, Public Assistance Program and Policy Guide.
- Pursuant to section 312 of the Stafford Act, 42 U.S.C. 5155, FEMA is prohibited from providing financial assistance to any entity that receives assistance from another program, insurance, or any other source for the same work. The subrecipient agrees to repay all duplicated assistance to FEMA if they receive assistance for the same work from another Federal agency, insurance, or any other source. If an subrecipient receives funding from another federal program for the same purpose, it must notify FEMA through the Recipient and return any duplicated funding.

Insurance

Additional Information

9/15/2025

Property insurance coverage for the Emergency Protective Measures represented on this project are not insured or insurable. No insurance relief is anticipated.

FEMA requires the Applicant to take reasonable efforts to pursue claims to recover

insurance proceeds that it is entitled to receive from its insurer(s). In the event that any insurance proceeds are received for these expenses those proceeds must be reduced from FEMA Public Assistance funding to ensure no duplication of benefits has occurred.

No duplication of benefits from insurance is anticipated for work described in this application. In the event any part or all costs are paid by an insurance policy, a duplication of benefits from insurance will occur. Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant award amount must be reduced by actual insurance proceeds.

No insurance requirements will be mandated for the damages included in this project. Insurance requirements are specific to permanent work to replace, restore, repair, reconstruct, or construct buildings, contents, equipment, and vehicles (FEMA Recovery Policy FP 206-086-1).

No insurance Narrative will be produced or uploaded into documents or attachments.

No O&M is required for the facilities represented on this project.
Bobbie Smith, Insurance Specialist

CRC Central

O&M Requirements

There are no Obtain and Maintain Requirements on **DR4798TX - Galveston County Vector Control Countywide**.

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? **Yes**

EHP Conditions

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize funding.
- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archaeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EHP Additional Info

There is no additional environmental historical preservation on **DR4798TX - Galveston County Vector Control Countywide**.

Final Reviews

Final Review

Reviewed By SPERRY, CHERYL G. **Reviewed On** 09/22/2025 7:53 PM CDT

Review Comments

I concur with all reviews. It is the responsibility of the Recipient to ensure that costs incurred by the applicant, applicable to this project, are in accordance with all PA Program statutes, regulations, and policies. Any discrepancies and omissions will be resolved at closeout of this application. Cheryl Sperry

Recipient Review

Reviewed By LaBorde, Chad **Reviewed On** 09/23/2025 1:15 PM CDT

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Unsigned **Signed On** Unsigned

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*49.

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

25-186-1013-A
Juvenile Justice- Request transfer from Juvenile Justice Fund - Residential Placement to Various Line Items to fund expenses for remainder of the fiscal year

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/3/25 5:19 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 10/13/2025 : BAT-0000290

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000290
Amendment Date 10/13/2025
Description Request transfer from Juvenile Justice Fund – Residential Placement to Various Line Items to fund expenses for remainder 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)	5481000:Miscellaneous Contract Services	256118 Detention	1202 Juvenile Justice Fund		Food Services Contract			$5,000.00	$0.00	Request transfer from Juvenile Justice Fund – Residential Placement to Various Line Items to fund expenses for remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5496000:Travel and Transportation	256105 Juvenile Justice - Administration	1202 Juvenile Justice Fund		Travel and Conference			$4,200.00	$0.00	Request transfer from Juvenile Justice Fund – Residential Placement to Various Line Items to fund expenses for remainder of the fiscal year.	
FY2025 Annual (FY25 Amended Budget)	5412000:Medical and Dental Services	256105 Juvenile Justice - Administration	1202 Juvenile Justice Fund		Medical Examinations			$200.00	$0.00	Request transfer from Juvenile Justice Fund – Residential Placement to Various Line Items to fund expenses for remainder of the fiscal year.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5441000:Residential Care, Placement, and Shelter	256100 Juvenile Justice	1202 Juvenile Justice Fund		Residential Placement			$0.00	$9,400.00	Request transfer from Juvenile Justice Fund – Residential Placement to Various Line Items to fund expenses for remainder of the fiscal year.	

Galveston County New Hire September 2025 Invoice.pdf

File Name Galveston County New Hire September 2025 Invoice.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/25/2025 03:50:41 PM
Comment

INV254171.pdf

File Name INV254171.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/25/2025 03:50:41 PM
Comment

INV253609.pdf

File Name INV253609.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/25/2025 03:50:41 PM
Comment

INV25899.pdf

File Name INV25899.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/25/2025 03:50:41 PM
Comment

Invoice_202590284_from_HANDLE_WITH_CARE_BEHAVIOR_MANAGEMENT_SYSTEM_INC.pdf

File Name Invoice_202590284_from_HANDLE_WITH_CARE_BEHAVIOR_MANAGEMENT_SYSTEM_INC.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 09/25/2025 03:50:41 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	09/25/2025 03:50:41 PM	09/26/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/26/2025 11:28:44 AM	09/27/2025	Betsaida Lopez on behalf of Glen Watson (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	09/29/2025 11:33:20 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/26/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	09/29/2025 02:02:01 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	10/02/2025 10:29:54 AM	10/01/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Department requested an amount change after the established deadline. Exception will be granted for this item.
Budget Amendment Event	Budget Amendment Event	Submitted	10/02/2025 11:41:37 AM	09/26/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/02/2025 11:42:42 AM	10/04/2025	Betsaida Lopez on behalf of Glen Watson (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/02/2025 11:46:29 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		09/26/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/02/2025 04:11:04 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/02/2025 09:25:41 PM	10/04/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/04/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Psychology Works

471 This Way Street
Lake Jackson, TX 77566
Ph. 979-285-9242 fax. 844-273-6889
www.psychologyworkstx.com

DATE: September 23, 2025

BILLING NAME AND ADDRESS: Galveston County Juvenile Detention Center
6101 Attwater Ave.
Dickinson, Texas 77539

Patient	Date of service	Patient Pymt received	Remaining balance
Kelsey Janice	09/09/2025	$0	$300
Demi Hildebrand	09/11/2025	$0	$300
			Total Due $600

Please submit reimbursement payable to Dedra Frazier at the following:

Psychology Works
471 This Way Street
Lake Jackson, TX 77566

SUMMIT

Bill To:

Galveston County Juvenile Center
6101 Attwater Avenue
Dickinson TX 77539

INVOICE	
Number	INV2000254171
Date	9/23/2025

Salesperson	Customer ID	Customer Purchase Order Number	Payment Terms	Due Date	Federal Tax ID
	C6695000		EOM/NET30	10/23/2025	26-2223480

Activity Date	Item Number	Description	Quantity	Unit Price	Extended Price
9/19/2025	C6695000-C6695-030000B	SNACKS	294.00	1.07000	314.58
9/19/2025	C6695000-C6695-030000C	JUVENILE PM DINNER	315.00	8.52000	2,683.80
9/19/2025	C6695000-C6695-030000F	STAFF AM BREAKFAST	4.00	8.52000	34.08
9/19/2025	C6695000-C6695-030000G	STAFF NOON LUNCH	15.00	8.52000	127.80
9/19/2025	C6695000-C6695-030000H	STAFF PM DINNER	11.00	8.52000	93.72

Subtotal	$3,253.98
Trade Disc	$0.00
Freight	$0.00
Sales Tax	$0.00
Total	$3,253.98

Please include invoice number to ensure proper application of payment and remit to:

Summit Food Service, LLC
P.O. Box 743293
Atlanta, GA 30374-3293
Phone: (844)855-8474

Bill To:

Galveston County Juvenile Center
6101 Attwater Avenue
Dickinson TX 77539

INVOICE	
Number	INV2000253609
Date	9/16/2025

Salesperson	Customer ID	Customer Purchase Order Number	Payment Terms	Due Date	Federal Tax ID
	C6695000		EOM/NET30	10/16/2025	26-2223480

Activity Date	Item Number	Description	Quantity	Unit Price	Extended Price
9/12/2025	C6695000-C6695-030000B	SNACKS	284.00	1.07000	303.88
9/12/2025	C6695000-C6695-030000C	JUVENILE PM DINNER	305.00	8.52000	2,598.60
9/12/2025	C6695000-C6695-030000F	STAFF AM BREAKFAST	2.00	8.52000	17.04
9/12/2025	C6695000-C6695-030000G	STAFF NOON LUNCH	13.00	8.52000	110.76
9/12/2025	C6695000-C6695-030000H	STAFF PM DINNER	12.00	8.52000	102.24

Subtotal	$3,132.52
Trade Disc	$0.00
Freight	$0.00
Sales Tax	$0.00
Total	$3,132.52

Please include invoice number to ensure proper application of payment and remit to:

Summit Food Service, LLC
P.O. Box 743293
Atlanta, GA 30374-3293
Phone: (844)855-8474

SUMMIT

Bill To:

Galveston County Juvenile Center
6101 Attwater Avenue
Dickinson TX 77539

INVOICE	
Number	INV2000252899
Date	9/9/2025

Salesperson	Customer ID	Customer Purchase Order Number	Payment Terms	Due Date	Federal Tax ID
	C6695000		EOM/NET30	10/9/2025	26-2223480

Activity Date	Item Number	Description	Quantity	Unit Price	Extended Price
9/5/2025	C6695000-C6695-030000B	SNACKS	260.00	1.07000	278.20
9/5/2025	C6695000-C6695-030000C	JUVENILE PM DINNER	281.00	8.52000	2,394.12
9/5/2025	C6695000-C6695-030000G	STAFF NOON LUNCH	11.00	8.52000	93.72
9/5/2025	C6695000-C6695-030000H	STAFF PM DINNER	13.00	8.52000	110.76

Subtotal	$2,876.80
Trade Disc	$0.00
Freight	$0.00
Sales Tax	$0.00
Total	$2,876.80

Please include invoice number to ensure proper application of payment and remit to:

Summit Food Service, LLC
P.O. Box 743293
Atlanta, GA 30374-3293
Phone: (844)855-8474

HANDLE WITH CARE BEHAVIOR MANAGEMENT SYSTEM, INC.
184 McKinstry Rd
Gardiner, NY 12525
8452554031
Bookkeeping@handlewithcare.com
http://www.handlewithcare.com

INVOICE

BILL TO
Galveston County Juvenile Justice Dept.
COUNTY OF GALVESTON-ACCOUNTS PAYABLE
722 MOODY, 4TH FLOOR
GALVESTON, TX 77550

SHIP TO
Galveston County Juvenile Justice Dept.
COUNTY OF GALVESTON-ACCOUNTS PAYABLE
722 MOODY, 4TH FLOOR
GALVESTON, TX 77550

INVOICE # 2025-90284
DATE 09.24.2025
DUE DATE 10.09.2025
TERMS Net 15

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
46.5 - Inst. Onsite - 1 Day	Instructor Re-/Certification 1 Day Onsite and corresponding 1 year licensing agreement held on: September 23, 2025 Onsite Training Trainer: Roosevelt Collins Part: Warren Denefield, Victoria Lira, Dink Watson, Roshandra Evans, JEsse Miller, Glen Watson, Robert Adams	1	4,200.00	4,200.00

SUBTOTAL	4,200.00
TAX	0.00
TOTAL	4,200.00
BALANCE DUE	**$4,200.00**

Sr. Exec. Bookkeeper: Jeanette Novaco, Jeanette@handlewithcare.com 845-419-0296 Phone 845-234-4117 Fax

Accountant: Keshia Amiri, Keshia@handlewithcare.com 845-419-0297 Phone 845-256-0094 Fax

Assist. Bookkeeper: Heather Thompson heather@handlewithcare.com 845-419-0324 Phone 845-234-4117 Fax

Seminar Manager: Amanda Caramb, Amanda@handlewithcare.com 845-419-0299 Phone 845-256-0094 Fax

Bruce Chapman, Pres. & Hilary Adler, VP hilary@handlewithcare.com 845-255-4031 Phone 845-256-0094 Fax

Please make check payable to Handle With Care Behavior Management System, Inc. (EIN 14-1803426)
Remit to Above Address

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*50.

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

25-187-1013-B
Juvenile Justice- Request transfer from General Fund - Budgeted Reserves to National School Lunch Program - Transfer To Juvenile Justice to show revenue and expenses in appropriate cost-centers.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 1:47 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 10/13/2025 : BAT-0000296

Company The County of Galveston
Plan Template Annual Budget Detail : FY25 Amended Budget
Plan FY25 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000296
Amendment Date 10/13/2025
Description BA 25-187-1013-B; Request transfer from General Fund - Budgeted Reserves to National School Lunch Program - Transfer To Juvenile Justice to show revenue and expenses in appropriate cost-centers.
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)	5912000:Transfers Out - Special Revenue	921010 Transfers and Reserves	1202 Juvenile Justice Fund		Transfer to Nat'l School Lunch Prog			$30,000.00	$0.00	BA 25-187-1013-B; Request transfer from General Fund - Budgeted Reserves to National School Lunch Program - Transfer To Juvenile Justice to show revenue and expenses in appropriate cost-centers.	
FY2025 Annual (FY25 Amended Budget)	4911000:Transfers - General Fund	000000 General Revenues	1202 Juvenile Justice Fund	Transfer from General Fund				$0.00	$30,000.00	BA 25-187-1013-B; Request transfer from General Fund - Budgeted Reserves to National School Lunch Program - Transfer To Juvenile Justice to show revenue and expenses in appropriate cost-centers.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5911000:Transfers Out - General Fund	921010 Transfers and Reserves	1101 General Fund		Transfer to Juvenile Justice			$30,000.00	$0.00	BA 25-187-1013-B; Request transfer from General Fund - Budgeted Reserves to National School Lunch Program - Transfer To Juvenile Justice to show revenue and expenses in appropriate cost-centers.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$30,000.00	BA 25-187-1013-B; Request transfer from General Fund - Budgeted Reserves to National School Lunch Program - Transfer To Juvenile Justice to show revenue and expenses in appropriate cost-centers.	

BAT-296.pdf

File Name BAT-296.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 10/03/2025 04:59:13 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	10/02/2025 11:37:07 AM	10/03/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/03/2025 01:58:45 PM	10/04/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/03/2025 02:03:26 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		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	Sent Back	10/03/2025 03:05:28 PM		Lauren Swift (Accounting Operations Lead)	1	Send Back Reason from Lauren Swift: Can you please provide the support. This looks odd since we are showing three transfers. I believe the other side of the Fund 1202 transfer will be to the grant fund, but I would like to confirm by reviewing the support.
Budget Amendment Event	Budget Amendment Event	Submitted	10/03/2025 04:59:13 PM	10/03/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/06/2025 09:17:32 AM	10/05/2025	Christie Motogbe (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/06/2025 09:18:15 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/06/2025 09:29:53 AM		Sergio Cruz (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	10/06/2025 09:36:46 AM	10/08/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: For debit/credit correction.
Budget Amendment Event	Budget Amendment Event	Submitted	10/06/2025 09:39:34 AM	10/03/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/06/2025 09:42:07 AM	10/08/2025	Christie Motogbe (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/06/2025 09:42:28 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/06/2025 11:36:53 AM		Lauren Swift (Accounting Operations Lead)	1	Lauren Swift: Original request was for $25,000 (per attachment), but department later requested this to be changed to $30,000.
Budget Amendment Event	Approval by Budget Manager	Approved	10/06/2025 01:26:32 PM	10/08/2025	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		10/08/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Outlook

Fw: NSLP Budget Amendment - BAT-0000296

From Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Date Fri 10/3/2025 3:43 PM
To Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Cc De Los Santos, Gabriela <Gabriela.Delossantos@galvestoncountytx.gov>

Good afternoon Lauren,

In regard to BAT-0000296, we received the following email from Christie on how to enter the BA. Please let us know if we need to make any updates.

Respectfully,

County of Galveston

Rodolfo Gomez

Finance Manager
Department of Professional Services
(409) 770-5363
rodolfo.gomez@galvestoncountytx.gov
722 Moody Avenue, Galveston, Texas 77550

From: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Sent: Thursday, September 25, 2025 10:00 PM
To: Lopez, Betsaida <Betsaida.Lopez@galvestoncountytx.gov>
Cc: Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Pruitt, Kenna <Kenna.Pruitt@galvestoncountytx.gov>; Moses, Wiyn <Wiyn.Moses@galvestoncountytx.gov>
Subject: RE: NSLP Budget Amendment

Good afternoon, Betsaida,

I believe what is needed, to increase the Transfer To National School Lunch Program, is as follows. Professional Services would do the Transfer From and Transfer To sections, and the Auditor's Office Accountant would do the Award Budget Amendment details after Commissioners Court approval. I've included Christian Monterrubio on this email as well.

TRANSFER FROM				
Fund	Cost Center	Account Ledger	Spend/Revenue Category	Amount
1101	920180	5930000	Budgeted Reserves	25,000.00
1101	921010	5911000	Transfer to Juvenile Justice	25,000.00
TRANSFER TO				
1202	000000	4911000	Transfer from General Fund	25,000.00
1202	921010	5912000	Transfer to Nat'l School Lunch Prog	25,000.00
AWARD BUDGET AMENDMENT - AUDITOR'S OFFICE				
Fund	Cost Center	Account Ledger	Spend/Revenue Category	Amount
2850	256100	4912000	Transfer from Juvenile Justice	25,000.00
2850	256100	5481000	Food Services Contract	25,000.00

Please let me know if you have any questions.

Thank you.

Sincerely,

Christie Motogbe CPA
1st Assistant County Auditor
County Auditor's Office
409-770-5337
ChristieJ.Motogbe@galvestoncountytx.gov
722 Moody Ave, 4th Floor, Galveston, TX 77550

From: Lopez, Betsaida <Betsaida.Lopez@galvestoncountytx.gov>
Sent: Thursday, September 25, 2025 3:42 PM
To: Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: NSLP Budget Amendment

Hi Christie,

This is what I received from Professional Services.

So, would it be similar to this in order to increase the budget in GR-0000699 NSLP County Match?

Betsaida Lopez
Financial Analyst
Galveston County Juvenile Justice
6101 Attwater Avenue
Texas City, TX 77590
409-770-5904

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*51.

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

25-188-1013-C
County Judge- Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/3/25 5:23 pm

View Budget Amendment: Budget Amendment: FY2025 - Annual Budget Detail on 10/13/2025 : BAT-0000295

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY25 Amended Budget
Plan	FY25 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000295
Amendment Date	10/13/2025
Description	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.
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)	5155000:Unemployment	122300 Probate Court	1101 General Fund		Unemployment Compensation			$5.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	122300 Probate Court	1101 General Fund		Alternate Plan			$333.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	122300 Probate Court	1101 General Fund		Pension			$504.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	122300 Probate Court	1101 General Fund		Medicare FICA payments			$62.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	122300 Probate Court	1101 General Fund		Salaries and Wages			$4,240.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	122400 County Court #3	1101 General Fund		Unemployment Compensation			$5.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	122400 County Court #3	1101 General Fund		Alternate Plan			$319.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	122400 County Court #3	1101 General Fund		Pension			$483.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	122400 County Court #3	1101 General Fund		Medicare FICA payments			$59.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	122400 County Court #3	1101 General Fund		Salaries and Wages			$4,062.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	122200 County Court #2	1101 General Fund		Unemployment Compensation			$5.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	122200 County Court #2	1101 General Fund		Alternate Plan			$319.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	122200 County Court #2	1101 General Fund		Pension			$483.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	122200 County Court #2	1101 General Fund		Medicare FICA payments			$59.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	

Department Name:	Fund Cost Center:
County Judge	1101 111000

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
County Judge	1110000001	$200,160.00	$220,950.00	$20,790.00	
		$200,160.00	$220,950.00	$20,790.00	

Start Date	9/1/2025
End of Fiscal Year	9/30/2025
Net Work Days	22

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	1,760.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	26.00
TCDRS	5153000	209.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	139.00
Unemployment	5155000	2.00
	FY 2025 Fiscal Impact	2,136.00

FY 2026 Fiscal Impact
25,215.00

Department Name:	Fund Cost Center:
County Court #1	1101 122100

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Judge - County Court 1	1221000001	$199,400.00	$249,750.00	$50,350.00	
		$199,400.00	$249,750.00	$50,350.00	

Start Date	9/1/2025
End of Fiscal Year	9/30/2025
Net Work Days	22

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	4,261.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	62.00
TCDRS	5153000	506.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	335.00
Unemployment	5155000	5.00
	FY 2025 Fiscal Impact	5,169.00

FY 2026 Fiscal Impact
61,065.00

Department Name:	Fund Cost Center:
County Court #2	1101 122200

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Judge - County Court 2	1222000001	$186,000.00	$234,000.00	$48,000.00	
		$186,000.00	$234,000.00	$48,000.00	

Start Date	9/1/2025
End of Fiscal Year	9/30/2025
Net Work Days	22

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	4,062.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	59.00
TCDRS	5153000	483.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	319.00
Unemployment	5155000	5.00
	FY 2025 Fiscal Impact	4,928.00

FY 2026 Fiscal Impact
58,214.00

Department Name:	Fund Cost Center:
County Court #3	1101 122400

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Judge - County Court 3	1224000001	$186,000.00	$234,000.00	$48,000.00	
		$186,000.00	$234,000.00	$48,000.00	

Start Date	9/1/2025
End of Fiscal Year	9/30/2025
Net Work Days	22

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	4,062.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	59.00
TCDRS	5153000	483.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	319.00
Unemployment	5155000	5.00
	FY 2025 Fiscal Impact	4,928.00

FY 2026 Fiscal Impact
58,214.00

Department Name:	Fund Cost Center:
Probate Court	1101 122300

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
Judge - Probate	1223000001	$194,400.00	$244,500.00	$50,100.00	
		$194,400.00	$244,500.00	$50,100.00	

Start Date	9/1/2025
End of Fiscal Year	9/30/2025
Net Work Days	22

Object Code Name	Object Code Account	FY25 Prorated Amounts
Salary	5100000	4,240.00
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	62.00
TCDRS	5153000	504.00
Worker's Compensation	5156000	-
Alternate Plan	5154000	333.00
Unemployment	5155000	5.00
	FY 2025 Fiscal Impact	5,144.00

FY 2026 Fiscal Impact
60,762.00

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	122200 County Court #2	1101 General Fund		Salaries and Wages			$4,062.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	122100 County Court #1	1101 General Fund		Unemployment Compensation			$5.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	122100 County Court #1	1101 General Fund		Alternate Plan			$335.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	122100 County Court #1	1101 General Fund		Pension			$506.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	122100 County Court #1	1101 General Fund		Medicare FICA payments			$62.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	122100 County Court #1	1101 General Fund		Salaries and Wages			$4,261.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5155000:Unemployment	111000 County Judge	1101 General Fund		Unemployment Compensation			$2.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5154000:Deferred Compensation Plan	111000 County Judge	1101 General Fund		Alternate Plan			$139.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2025 Annual (FY25 Amended Budget)	5153000:Pension	111000 County Judge	1101 General Fund		Pension			$209.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5152000:Payroll Tax Expense	111000 County Judge	1101 General Fund		Medicare FICA payments			$26.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5100000:Salaries and Wages	111000 County Judge	1101 General Fund		Salaries and Wages			$1,760.00	$0.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	
FY2025 Annual (FY25 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$22,305.00	BA 25-188-1013-C; Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Line Items to fund Elected Officials salary adjustments for remainder of FY2025.	

Judges Salary Adjustments_CC 10.13.25.pdf

File Name Judges Salary Adjustments_CC 10.13.25.pdf
Content Type application/pdf

Updated By Gabriela De Los Santos
Upload Date 10/02/2025 11:19:09 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	10/02/2025 11:19:10 AM	10/03/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/02/2025 11:54:12 AM	10/04/2025	Kimberly Sullivan (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/02/2025 11:56:09 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/02/2025 04:07:57 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/02/2025 09:26:27 PM	10/04/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/04/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*52.

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

26-06-1013-A

Fleet Management - SO Vehicles - Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 12:34 pm

View Budget Amendment: Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000298

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000298
Amendment Date	10/13/2025
Description	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.
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
FY2026 - YE September Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	230100 Fleet Management - SO Vehicles	1101 General Fund		Repair and Maintenance for Vehicles - Services			$220,000.00	$0.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5315000:Motor Vehicles Supplies	230100 Fleet Management - SO Vehicles	1101 General Fund		Repair and Maintenance for Vehicles - Goods			$330,000.00	$0.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5423000:Maintenance and Repairs - Service Equipment	230100 Fleet Management - SO Vehicles	1101 General Fund		Repair and Maintenance for Equipment - Services			$3,000.00	$0.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5351000:Repair and Maintenance Supplies - Equipment	230100 Fleet Management - SO Vehicles	1101 General Fund		Repair and Maintenance for Equipment - Goods			$12,000.00	$0.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5418000:Motor Vehicle Services	230100 Fleet Management - SO Vehicles	1101 General Fund		Vehicle Make Ready - Services			$105,000.00	$0.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5361000:Minor Equipment - Vehicle Supplies Non Capital	230100 Fleet Management - SO Vehicles	1101 General Fund		Vehicle Make Ready - Goods			$421,200.00	$0.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5700000:Capital Outlays	230100 Fleet Management - SO Vehicles	1101 General Fund		Vehicles			$1,614,904.00	$0.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$2,706,104.00	BA 26-06-1013-A; Request transfer from General Fund - Budgeted Reserves to Fleet Management - SO Vehicles - Various spend categories to fund the purchase of vehicles for FY26.	

BA 26-06-1013-A.pdf

File Name BA 26-06-1013-A.pdf
Content Type application/pdf
Updated By Gabriela De Los Santos
Upload Date 10/02/2025 10:59:02 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	10/02/2025 10:59:03 AM	10/03/2025	Gabriela De Los Santos	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/02/2025 11:02:00 AM	10/04/2025	Elizabeth Bryant (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/02/2025 11:28:50 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/02/2025 04:20:47 PM		Lauren Swift (Accounting Operations Lead)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Budget Manager	Approved	10/03/2025 01:55:34 PM	10/04/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/05/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

FY26 Budget Amendment Request for Sheriff Operating

GL / Ledger / Spend CAT	Requested Budget
1101 230100 5361000 Make Ready - Goods 80%	$ 421,200.00
1101 230100 5417010 Make Ready - Services 20%	$ 105,000.00
1101 230100 5351000 Repair & Maint Equipment - Goods 80%	$ 12,000.00
1101 230100 5423000 Repair & Maint Equipment - Services 20%	$ 3,000.00
1101 230100 5315000 Repair & Maint Vehicles - Goods 60%	$ 330,000.00
1101 230100 5423000 Repair & Maint Vehicles - Services 40%	$ 220,000.00
1101 230100 Vehicles	$ 1,614,904.00

FY26 REQUESTED VEHICLE REPLACEMENT BUDGET - GALVESTON COUNTY SHERIFF'S OFFICE

#	REQUESTED BUDGET	MAKE READY	REQUESTED VEHICLE	UNIT#	RECEIVE	CURRENT VEHICLE INFORMATION
1	$ 88,000.00	$ 20,925.00	15 PASSENGER VAN	C3312	NEW	VAN, E-350
2	$ 88,000.00	$ 20,925.00	15 PASSENGER VAN	C3101	NEW	VAN
3	$ 73,000.00	$ 20,925.00	1 TON CREW SHORT BED 4X4	C3506	NEW	FORD F350
4	$ 73,000.00	$ 20,925.00	1 TON CREW SHORT BED 4X4	C3641	NEW	2016 F250 (UNLEAD)
5	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3109	NEW	EXPEDITION
6	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3213	NEW	2012 E-350
7	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3921	NEW	FORD F250
8	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3515	NEW	FORD F150
9	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3805	NEW	TAHOE
10	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3806	NEW	TAHOE
11	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3809	NEW	TAHOE
12	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3801	NEW	EXPEDITION
13	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3804	NEW	WRANGLER
14	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3818	NEW	WRANGLER
15	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3904	NEW	TAHOE
16	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3902	NEW	EXPEDITION
17	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3911	NEW	FORD F150
18	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3008	NEW	TAHOE
19	$ 58,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3010	NEW	TAHOE
20	$ 54,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3012	NEW	EXPEDITION
21	$ 54,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3017	NEW	EXPEDITION
22	$ 54,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3018	NEW	EXPEDITION
23	$ 54,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C3623	NEW	FORD EXPLORER
24	$ 54,000.00	$ 20,925.00	1/2 TON CREW 4X4 PPV	C8910	NEW	2019 F150 PPV
25	$ 58,000.00	$ 24,000.00	1/2 TON CREW 4X4 PPV	NEW	NEW	UPGRADED K9 POSITION IN JAIL
26	$ 94,904.00	$ -	1/2 TON CREW 4X4 PPV W/ EQUIPMENT	NEW	NEW	NEW COMMERCIAL PATROL POSITION
1101	**$ 1,614,904.00**	**$ 526,200.00**				

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*53.

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

26-07-1013-B
Auditor- Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel adjustments for FY26

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 1:53 pm

View Budget Amendment: Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000300

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000300
Amendment Date	10/13/2025
Description	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.
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
FY2026 - YE September Annual (FY26 Amended Budget)	5310000:Administrative Supplies	151300 County Auditor	1101 General Fund		Administrative Supplies			$0.00	$4,000.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5498000:Professional Memberships	151300 County Auditor	1101 General Fund		Membership and Dues			$50.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5496000:Travel and Transportation	151300 County Auditor	1101 General Fund		Business Mileage Reimbursement			$0.00	$1,000.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5496000:Travel and Transportation	151300 County Auditor	1101 General Fund		Travel and Conference			$0.00	$994.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5494000:Printing and Binding Services	151300 County Auditor	1101 General Fund		Printing			$300.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5481000:Miscellaneous Contract Services	151300 County Auditor	1101 General Fund		Other Contract Services			$10,000.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5419000:Other Professional Services	151300 County Auditor	1101 General Fund		Subscription Based IT Arrangement			$1,750.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5419000:Other Professional Services	151300 County Auditor	1101 General Fund		Software Licensing and Maintenance			$3,500.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5317000:Books and Periodicals	151300 County Auditor	1101 General Fund		Books, Periodicals and Subscriptions			$0.00	$900.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$172,673.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5156000:Workers Compensation	151300 County Auditor	1101 General Fund		Worker's Compensation			$302.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5151000:Group Insurance	151300 County Auditor	1101 General Fund		County Paid Health Insurance Premiums			$9,577.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5153000:Pension	151300 County Auditor	1101 General Fund		Pension			$13,634.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5100000:Salaries and Wages	151300 County Auditor	1101 General Fund		Salaries and Wages			$114,848.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	151300 County Auditor	1101 General Fund		Alternate Plan			$9,013.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	151300 County Auditor	1101 General Fund		Medicare FICA payments			$1,666.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5155000:Unemployment	151300 County Auditor	1101 General Fund		Unemployment Compensation			$127.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	
FY2026 - YE September Annual (FY26 Amended Budget)	5311000:Office and Administration Supplies	151300 County Auditor	1101 General Fund		Postage			$200.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5310000:Administrative Supplies	151300 County Auditor	1101 General Fund		Extraordinary Supplies			$14,600.00	$0.00	BA 26-07-1013-B: Request transfer from General Fund - Budgeted Reserves to Auditor's Office - Various Spend Categories to fund personnel and operational adjustments for FY26.	

FY 2026 List of Positions and Salaries.pdf

File Name FY 2026 List of Positions and Salaries.pdf
Content Type application/pdf
Updated By Joselinne Piedras-Sarabia
Upload Date 10/02/2025 11:27:41 AM
Comment

AO-BA_10-13-25 1.pdf

File Name AO-BA_10-13-25 1.pdf
Content Type application/pdf
Updated By Joselinne Piedras-Sarabia
Upload Date 10/02/2025 11:27:41 AM
Comment

County Auditor Operational Budget.pdf

File Name County Auditor Operational Budget.pdf
Content Type application/pdf
Updated By Joselinne Piedras-Sarabia
Upload Date 10/03/2025 04:20:02 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	10/02/2025 11:27:42 AM	10/03/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Sent Back	10/02/2025 11:41:52 AM	10/04/2025	Sergio Cruz (Cost Center Manager)	1	Send Back Reason from Sergio Cruz: As requested
Budget Amendment Event	Budget Amendment Event	Submitted	10/02/2025 11:46:00 AM	10/03/2025	Joselinne Piedras-Sarabia	1	Joselinne Piedras-Sarabia: Date resubmitted

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/03/2025 10:35:06 AM	10/04/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/03/2025 10:38:30 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/03/2025 12:54:00 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Sent Back	10/03/2025 02:11:21 PM	10/05/2025	Diana Huallpa Trevino (Budget Manager)	1	Send Back Reason from Diana Huallpa Trevino: Add Operating budget changes, if applicable.
Budget Amendment Event	Budget Amendment Event	Submitted	10/06/2025 08:48:26 AM	10/03/2025	Joselinne Piedras-Sarabia	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/06/2025 09:29:24 AM	10/08/2025	Sergio Cruz (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/06/2025 09:34:06 AM		Lee Clemmer (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Awaiting Action			Christie Motogbe (Accounting Operations Lead)	4	
					Donna Green (Payroll Accountant)		
					Kenna Pruitt (Accounting Operations Lead)		
					Lauren Swift (Accounting Operations Lead)		

10.6.2025 Diana Huallpa

GALVESTON COUNTY
County Auditor's Office
Budgeted Expenditures
Fiscal Year 2026

Ledger Account	Spend Category	Budget
5100000 Salaries and Wages	Salaries	$ 2,131,961
5130000 Overtime	Overtime	3,000
5151000 Group Insurance	County Paid Health Ins Premium	276,660
5152000 Payroll Tax Expense	Medicare FICA payments	30,957
5153000 Pension	Pension	253,420
5154000 Deferred Compensation Plan	Alternate Plan AUL	77,073
5155000 Unemployment	Unemployment Compensation	2,029
5156000 Workers Compensation	Worker's Compensation	34,800
5159000 Other Employee Benefits	Life Insurance	14,091
5159000 Other Employee Benefits	Long Term Disability Expense	9,608
5310000 Administrative Supplies	Administrative Supplies	3,000
5310000 Administrative Supplies	Extraordinary Supplies	20,000
5311000 Office and Administration Supplies	Postage	500
5317000 Books and Periodicals	Books, Periodicals and Subscr	500
5419000 Other Professional Services	Software Licensing and Maint	8,500
5419000 Other Professional Services	Subscription-Based IT Arrangmt	12,000
5481000 Miscellaneous Contract Services	Other Contract Services	10,000
5493000 Advertising and Legal Notices	Marketing and Advertising	500
5494000 Printing and Binding Services	Printing	1,500
5496000 Travel and Transportation	Travel and Conference	27,500
5496000 Travel and Transportation	Business Mileage Reimbursement	3,000
5498000 Professional Memberships	Membership and Dues	9,000
	Total	**$ 2,929,599**

GALVESTON COUNTY

County Auditor's Office

List of Positions Certified to Commissioners Court

Fiscal Year 2026

Position Title	Position ID		Salary
County Auditor	P100326	$	185,000.00
First Assistant County Auditor	1513000003	$	125,037.00
Administrative Assistant II	1513000007	$	47,960.00
Manager II - Accounting Division	1513000032	$	101,962.00
Senior Accountant	1513000035	$	82,208.00
Accountant III	1513000031	$	74,993.00
Accountant I	P100398	$	53,089.00
Accountant II	1513000040	$	60,120.00
Accountant I	1513000045	$	55,696.00
Accountant II	P100206	$	58,531.00
Manager I - Accounts Payable Division	1513000051	$	82,860.00
Senior Accounts Payable Clerk	1513000019	$	63,232.00
Accounts Payable Clerk II	1513000054	$	49,318.00
Accounts Payable Clerk II	1513000052	$	48,153.00
Accounts Payable Clerk I	1513000055	$	41,773.00
Manager II - Grant Accounting & Reporting Division	1513000025	$	88,862.00
Accountant II	P100195	$	55,661.00
Accountant II	1513000021	$	61,377.00
Accountant II	1513000036	$	63,240.00
Accountant II	1513000038	$	58,531.00
Accountant II	TBD - New Position	$	58,531.00
Manager II - Internal Audit Division	1513000015	$	103,239.00
Internal Auditor III	1513000016	$	67,657.00
Internal Auditor I	1513000009	$	56,694.00
Internal Auditor I	P100322	$	53,089.00
Manager III - IT Audit & Analysis Division	1513000037	$	99,196.00
Senior Financial Reporting Accountant	1513000034	$	103,510.00
ERP Systems Auditor	1513000010	$	66,221.00
ERP System Security Analyst	1513000064	$	66,221.00

Department Name:	Fund Cost Center:
County Auditor	1101 151300

Current Position Title	PSN	Current Salary	New Salary	Change in Salary	Comment
County Auditor	P100326	$177,658.52	$185,000.00	$7,341.48	
First Assistant County Auditor	1513000003	$125,037.00	$125,037.00	$0.00	no change
Administrative Assistant II	1513000007	$46,790.02	$47,960.00	$1,169.98	
Manager II - Accounting Division	1513000032	$99,474.93	$101,962.00	$2,487.07	
Senior Accountant	1513000035	$79,813.23	$82,208.00	$2,394.77	
Accountant III	1513000031	$72,808.70	$74,993.00	$2,184.30	
Accountant I	P100398	$52,000.00	$53,089.00	$1,089.00	
Accountant II	1513000040	$55,665.79	$60,120.00	$4,454.21	
Accountant I	1513000045	$52,142.04	$55,696.00	$3,553.96	
Accountant II	P100206	$64,872.00	$58,531.00	-$6,341.00	currently, an open position/ verify
Manager I - Accounts Payable Division	1513000051	$78,541.55	$82,860.00	$4,318.45	
Senior Accounts Payable Clerk	1513000019	$61,390.53	$63,232.00	$1,841.47	
Accounts Payable Clerk II	1513000054	$46,605.35	$49,318.00	$2,712.65	
Accounts Payable Clerk II	1513000052	$52,000.00	$48,153.00	-$3,847.00	currently, an open position
Accounts Payable Clerk I	1513000055	$41,155.30	$41,773.00	$617.70	
Manager II - Grant Accounting & Reporting Division	1513000025	$85,528.35	$88,862.00	$3,333.65	
Accountant II	P100195	$54,837.50	$55,661.00	$823.50	
Accountant II	1513000021	$56,911.40	$61,377.00	$4,465.60	
Accountant II	1513000036	$63,240.00	$63,240.00	$0.00	no change
Accountant II	1513000038	$50,561.00	$58,531.00	$7,970.00	currently, an open position
Accountant II	TBD - New Position	$0.00	$58,531.00	$58,531.00	creation
Manager II - Internal Audit Division	1513000015	$100,720.59	$103,239.00	$2,518.41	
Internal Auditor III	1513000016	$62,644.60	$67,657.00	$5,012.40	
Internal Auditor I	1513000009	$55,581.95	$56,694.00	$1,112.05	
Internal Auditor I	P100322	$55,582.00	$53,089.00	-$2,493.00	currently, an open position
Manager III - IT Audit & Analysis Division	1513000037	$94,025.23	$99,196.00	$5,170.77	
Senior Financial Reporting Accountant	1513000034	$101,480.28	$103,510.00	$2,029.72	
ERP Systems Auditor	1513000010	$65,242.84	$66,221.00	$978.16	
ERP System Security Analyst	1513000064	$65,242.84	$66,221.00	$978.16	
		$2,017,553.54	**$2,131,961.00**	**$114,407.46**	

Start Date	10/1/2025
End of Fiscal Year	9/30/2026
Net Work Days	261

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	114,848.00
County Paid Health Ins Premium	5151000	9,577.00
Medicare FICA Payments	5152102	1,666.00
TCDRS	5153000	13,634.00
Worker's Compensation	5156000	302.00
Alternate Plan	5154000	9,013.00
Unemployment	5155000	127.00
	FY 2026 Fiscal Impact	**149,167.00**

FY 2027 Fiscal Impact
148,592.00

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*54.

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

26-09-1013-D
Road & Bridge Department- Request transfer within F.M. Lateral Road from Office and Administrative Supplies to General Operating Supplies to fund expenses in the appropriate ledger account.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 12:37 pm

View Budget Amendment: Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000307

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000307
Amendment Date 10/13/2025
Description 26-09-1013-D; Request transfer within F.M. Lateral Road from Office and Administrative Supplies to General Operating Supplies to fund expenses in the appropriate ledger account.
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
FY2026 - YE September Annual (FY26 Amended Budget)	5311000:Office and Administration Supplies	312120 F.M. Lateral Road	2301 Road and Bridge Fund		Operating Supplies			$0.00	$115,000.00	26-09-1013-D; Request transfer within F.M. Lateral Road from Office and Administrative Supplies to General Operating Supplies to fund expenses in the appropriate ledger account.	
FY2026 - YE September Annual (FY26 Amended Budget)	5311100:General Operating Supplies	312120 F.M. Lateral Road	2301 Road and Bridge Fund		Operating Supplies			$115,000.00	$0.00	26-09-1013-D; Request transfer within F.M. Lateral Road from Office and Administrative Supplies to General Operating Supplies to fund expenses in the appropriate ledger account.	

312120 - Budget Correction.pdf

File Name 312120 - Budget Correction.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 10/02/2025 04:27:07 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	10/02/2025 04:27:07 PM	10/03/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/03/2025 07:54:30 AM	10/04/2025	Tiffany Wallace on behalf of Zachary Smith (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/03/2025 09:27:02 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/03/2025 10:53:14 AM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/03/2025 01:59:19 PM	10/05/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/05/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

Clemmer, Lee

From: Gomez, Rodolfo
Sent: Thursday, October 2, 2025 4:09 PM
To: Clemmer, Lee
Subject: Fw: FY26 PO's

County of Galveston

Rodolfo Gomez
Finance Manager
Department of Professional Services
(409) 770-5363
rodolfo.gomez@galvestoncountytx.gov
722 Moody Avenue, Galveston, Texas 77550

From: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>
Sent: Thursday, October 2, 2025 2:01 PM
To: Huallpa, Diana <Diana.Huallpa@galvestoncountytx.gov>; Monterrubio, Christian <Christian.Monterrubio@galvestoncountytx.gov>; Gomez, Rodolfo <Rodolfo.Gomez@galvestoncountytx.gov>
Cc: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>; Jones, Mendy <Mendy.Jones@co.galveston.tx.us>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Subject: FW: FY26 PO's

Good afternoon,

Please see email below. It sounds like their FY26 budget for Operating Supplies in 2301-312120 was inadvertently set up under the wrong ledger account. It should be set up under 5311100: General Operating Supplies, rather than 5311000: Office and Administrative Supplies. Is this something you can easily correct?

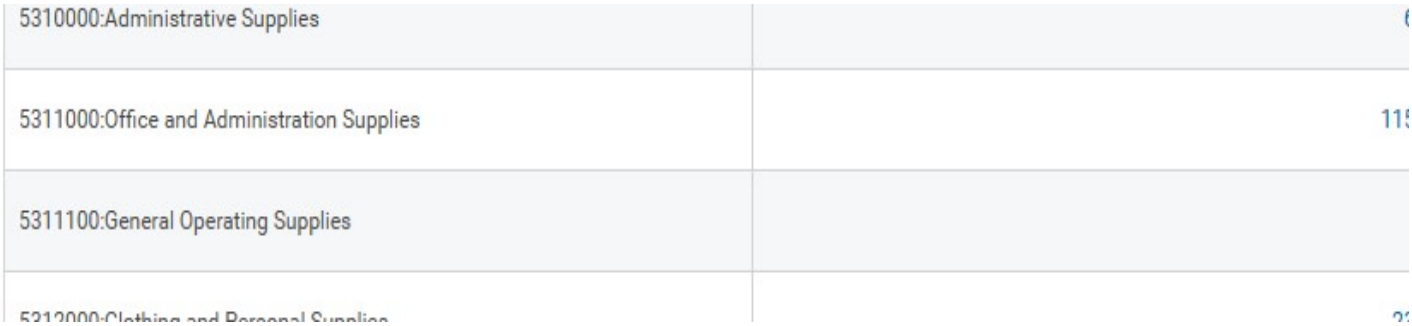
Thanks,
Lauren

Lauren Swift
Manager - General Accounting
County Auditor's Office
409-770-5366
Lauren.Swift@galvestoncountytx.gov
722 Moody Ave, 4th Floor, Galveston, TX 77550

From: Wallace, Tiffany <Tiffany.Wallace@co.galveston.tx.us>
Sent: Thursday, October 2, 2025 1:39 PM
To: Swift, Lauren <Lauren.Swift@galvestoncountytx.gov>; Motogbe, Christie J <ChristieJ.Motogbe@galvestoncountytx.gov>
Cc: Jones, Mendy <Mendy.Jones@co.galveston.tx.us>
Subject: FY26 PO's

Good afternoon,

We have been opening up BPOs since yesterday. I noticed that when I checked the FM Lateral Roads Manager Budgetary Balance Report, I saw that the BPOs Mendy opened under the operating supplies are coming out of the wrong Spend Category. I will attach a screenshot to show you. I checked all my other operating supplies from other object codes, and they are all correct. Not sure why this happened. Can you please look into this.



We even went to a REQ that is still pending a PO and tried to change the spend category on it, but the (Office and Administrative Supplies) Spend category did not even pop up for us.
Thanks,

Tiffany Wallace

Finance & Administration Manager

5115 Hwy 3 Dickinson, TX 77539

281-309-5025

Tiffany.wallace@co.galveston.tx.us

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*55.

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

26-10-1013-E
Facilities- Request transfer from County Capital Projects Fund - Budgeted Reserves to Facilities Services - Building Improvements to fund Mid-County Annex Renovation

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 4:27 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*56.

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

26-11-1013-F
Professional Services- Request transfer from Grant Administration - Various Spend Categories to General Fund - Budgeted Reserves to fund personnel adjustments for FY26.

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 12:48 pm

View Budget Amendment: Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000302

Company The County of Galveston
Plan Template Annual Budget Detail : FY26 Amended Budget
Plan FY26 Amended Budget
Organizing Dimension Type
Amendment ID BAT-0000302
Amendment Date 10/13/2025
Description BA 26-11-1013-F; Request transfer from Grant Administration - Various Spend Categories to General Fund - Budgeted Reserves to fund personnel adjustments for FY26.
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
FY2026 - YE September Annual (FY26 Amended Budget)	5100000:Salaries and Wages	151900 Grant Administration	1101 General Fund		Salaries and Wages			$0.00	$298.00	Salaries and wages	
FY2026 - YE September Annual (FY26 Amended Budget)	5152000:Payroll Tax Expense	151900 Grant Administration	1101 General Fund		Medicare FICA payments			$0.00	$6.00	Medicare	
FY2026 - YE September Annual (FY26 Amended Budget)	5153000:Pension	151900 Grant Administration	1101 General Fund		Pension			$0.00	$37.00	Pension	
FY2026 - YE September Annual (FY26 Amended Budget)	5154000:Deferred Compensation Plan	151900 Grant Administration	1101 General Fund		Alternate Plan			$0.00	$25.00	AUL	
FY2026 - YE September Annual (FY26 Amended Budget)	5155000:Unemployment	151900 Grant Administration	1101 General Fund		Unemployment Compensation			$0.00	$2.00	Unemployment	

Period	*Ledger Account/Summary	*Cost Center	*Fund	Revenue Category	Spend Category	Program	Project	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 - YE September Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$368.00	$0.00	BA 26-09-1013-D; Request transfer from Grant Administration - Various Spend Categories to General Fund - Budgeted Reserves to fund personnel adjustments for FY26.	

Grants Personnel BA 10.13.pdf

File Name Grants Personnel BA 10.13.pdf
Content Type application/pdf
Updated By Lee Clemmer
Upload Date 10/02/2025 03:07:21 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	10/02/2025 03:07:22 PM	10/03/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/02/2025 03:12:25 PM	10/04/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Sent Back	10/02/2025 03:19:47 PM		Gabriela De Los Santos (Budget Specialist)	1	Send Back Reason from Gabriela De Los Santos: Spend cat should be Alternate Plan
Budget Amendment Event	Budget Amendment Event	Submitted	10/02/2025 03:42:26 PM	10/03/2025	Lee Clemmer	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	10/02/2025 09:27:16 PM	10/04/2025	Diana Huallpa Trevino (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/03/2025 08:10:00 AM		Joselinne Piedras-Sarabia (Budget Specialist)	1	
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Awaiting Action			Christie Motogbe (Accounting Operations Lead)	5	
					Donna Green (Payroll Accountant)		

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
					Kenna Pruitt (Accounting Operations Lead)		
					Lauren Swift (Accounting Operations Lead)		
					Sergio Cruz (Accounting Operations Lead)		

Department Name:	Fund Cost Center:
Grant Administration	1101151900

Current Position Title	PSN	Current Grade	Current Salary	Requested Position Title	New Grade	New Salary	Change in Salary	Comment
Grants Manager	1519000002	221	$79,434.00	Grants Coordinator III	122	$72,000.00	-$7,434.00	Reclassification
Grants Coordinator I	P100279	116	$53,089.00	Grants Coordinator Writer	119	$61,457.00	$8,368.00	Reclassification
Grants Coordinator II	1519000402	119	$62,687.00	Grants Coordinator II	119	$61,457.00	-$1,230.00	Salary Adjustment
			$ 195,210.00			$ 194,914.00	-$296.00	

Start Date	10/1/2025
End of Fiscal Year	9/30/2026
Net Work Days	261

Object Code Name	Object Code Account	FY26 Prorated Amounts
Salary	5100000	(298.00)
County Paid Health Ins Premium	5151000	-
Medicare FICA Payments	5152102	(6.00)
TCDRS	5153000	(37.00)
Worker's Compensation	5156000	-
Alternate Plan	5154000	(25.00)
Unemployment	5155000	(2.00)
	FY 2026 Fiscal Impact	(368.00)

FY 2027 Fiscal Impact
(362.00)

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*57.

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

26-12-1013-G
212th District Court - Request transfer from General Fund - Budgeted Reserves to 212th District Court - Software Licensing and Maintenance to fund the purchase of Court Recorder software for FY26

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 1:04 pm

View Budget Amendment: Budget Amendment: FY2026 - YE September - Annual Budget Detail on 10/13/2025 : BAT-0000303

Company	The County of Galveston
Plan Template	Annual Budget Detail : FY26 Amended Budget
Plan	FY26 Amended Budget
Organizing Dimension Type	
Amendment ID	BAT-0000303
Amendment Date	10/13/2025
Description	Budget Amendment for 212th DC court recorder
Amendment Type	Budget Amendment
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
FY2026 - YE September Annual (FY26 Amended Budget)	5930000:Reserves - Other	920180 Fund Balance Reserves	1101 General Fund		Budgeted Reserves			$0.00	$700.00	annual software update	
FY2026 - YE September Annual (FY26 Amended Budget)	5419000:Other Professional Services	121400 212th District Court	1101 General Fund		Software Licensing and Maintenance			$700.00	$0.00	create line item for 212th DC	

GC_GalvestonCountyGrady_SC75469_09122025.pdf

File Name	GC_GalvestonCountyGrady_SC75469_09122025.pdf
Content Type	application/pdf
Updated By	Brandi Reyes
Upload Date	10/02/2025 02:38:04 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	10/02/2025 02:38:05 PM	10/03/2025	Brandi Reyes	1	
Budget Amendment Event	Approval by Cost Center Manager	Automatic Approval	10/02/2025 02:38:05 PM	10/04/2025	Brandi Reyes (Cost Center Manager)	1	
Budget Amendment Event	Approval by Budget Specialist	Approved	10/02/2025 02:39:05 PM		Joselinne Piedras-Sarabia (Budget Specialist)	1	

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Approval by Sponsored Programs Manager	Not Required		10/03/2025		0	
Budget Amendment Event	Approval by Accounting Operations Lead or Payroll Accountant	Approved	10/02/2025 03:18:41 PM		Lauren Swift (Accounting Operations Lead)	1	
Budget Amendment Event	Approval by Budget Manager	Approved	10/02/2025 03:29:43 PM	10/04/2025	Diana Huallpa Trevino (Budget Manager)	1	
Budget Amendment Event	Approval by Finance Executive	Awaiting Action		10/04/2025	Christie Motogbe (Finance Executive)	2	
					Sergio Cruz (Finance Executive)		

SoniClear / Trio Systems LLC

PO Box 93584
Pasadena, CA 91109-3584
626-584-9706
info@soniclear.com
www.soniclear.com

Price Quote

ADDRESS	SHIP TO	SHIP DATE	03/27/2023	PRICE QUOTE	75469
Galveston County Tammy Dickey 722 Moddy Ste 202 Galveston, TX 77550	Gavleston County Judge Patricia Grady Court Adminstration 212th District Court 600 59th Street Galveston, TX 77551	TRACKING#	Dest	DATE EXPIRATION DATE	09/12/2025 10/10/2025

P.O. NUMBER	SALES REP
Renewal	HV

	DESCRIPTION	QTY	RATE	AMOUNT
TS9S	Software Maintenance and Support Renewal, One Year, SoniClear License www.soniclear.com/support-policy *** 1 License, SoniClear Court Recorder 10 ***	1	622.00	622.00
SRF	- One Time SoniClear Software Update Fee - Court, Gov, Interview, Meeting Recorder - Standard renewal rates apply for following years	1	500.00	500.00
Discount	Complimentary Waiver of Update Fee	1	-500.00	-500.00
	*** Updates delivered via email ***			0.00
				0.00
				0.00
				0.00
				0.00

SUBTOTAL	622.00
TAX	0.00
TOTAL	**$622.00**

Accepted By

Accepted Date

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*58.

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

26-14-1013-I
Professional Services- Request transfer from General Fund - Budgeted Reserves to Various Cost Centers - Various Spend Categories to fund rollover for FY26

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 4:28 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
*59.

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

26-15-1013-J
Professional Services- Consideration of approval of salary changes as listed on the schedule of personnel budgeting changes from FY 2026 adopted budget

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 4:28 pm

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
60.

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

Consideration of awarding RFP 25-058 Printing for Yearly Newsletter

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 4:12 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

RE: RFP 25-058, Printing for Yearly Newsletter Contract #231424

Gentlemen,

On September 18, 2025, submittals were opened for RFP 25-058, Printing for Yearly Newsletter. Ten (10) submittals were received from the following companies:

• The Galveston County Daily News	Galveston, TX
• The Document Group	Houston, TX
• Bayside Printing Co., Inc.	Houston, TX
• Direct Technologies, Inc. dba Doxim	Suwanee, GA
• KM Printing LLC dba Strategic Factory	Owings Mills, MD
• Discpro Printing & Graphics	Houston, TX
• Aspen Imaging, LLC dba Signature Aspen	Houston, TX
• Richmond Printing, LLC	Houston, TX
• Ray Buse Printing & Advertising, Inc.	Phoenix, AZ
• Royale Printing	Sun Prairie, WI

After a thorough review of the submittal by the Evaluation Committee, Aspen Imaging, LLC dba Signature Aspen was deemed to have submitted a satisfactory proposal and is recommended for award.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

DEPARTMENT OF ENTERPRISE SERVICES

MISTY WITMER, CGCIO *Director/Chief Information Officer*

Chris Martinez, Assistant Director/Deputy Chief Information Officer
Mark Garcia, Assistant Facilities Director

DATE: 9/26/2025

TO: Veronica Van Horn, Interim Purchasing Agent

FROM: Misty Witmer, Director/Chief Information Officer

SUBJECT: Award for RFP 25-058

MEMO:

The review committee met on 9/24/2025 and subsequently scored 10 submissions for RFP 25-058. After careful review, the committee's recommendation for award is Signature Aspen.

Thank you to all members for participating in this evaluation process.

722 Moody Ave.
Galveston, TX 77550

25-058 - Printing for Yearly Newsletter
Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Cost / 30 pts	Experience and Qualifications / 35 pts	Timeline and Delivery / 25 pts	References / 10 pts
Royle Printing- Minimum Qualifications not met					
Signature Aspen	79.4	10.4 ($92,820.00)	35	24	10
The Galveston Daily News	72.5	9.837 ($98,151.69)	31.67	21.67	9.333
BUSE PRINTING & ADVERTISING	66.25	5.912 ($163,320.00)	32.33	20.67	7.333
Discpro Printing & Graphics	65.13	14.13 ($68,350.00)	25	17.33	8.667

Bayside Printing,Inc.	64.34	9.003 ($107,248.00)	33	15.67	6.667
The Document Group, Inc.	54.29	5.955 ($162,129.00)	22.33	17.67	8.333
KM Printing, LLC DBA Strategic Factory	52.05	12.38 ($77,994.00)	24.67	8.333	6.667
Direct Technologies Inc. dba Doxim	50.95	9.952 ($97,020.00)	13.33	21	6.667
Richmond Printing	42.37	9.708 ($99,455.00)	24	0	8.667

Dickey, Tammy

From: Van Horn, Veronica
Sent: Monday, October 6, 2025 3:41 PM
To: Dickey, Tammy
Subject: FW: [EXTERNAL]RE: RFP 25-058 Yearly Newsletter Clarification

Veronica Van Horn
Legal Services Manager
722 Moody Ave., 5th Floor
Galveston, TX 77550
409-770-5562 Direct
409-770-5560 Fax
veronica.vanhorn@co.galveston.tx.us

From: Van Horn, Veronica
Sent: Thursday, October 2, 2025 3:23 PM
To: 'Skaar, Tiffany' <tskaar@royle.com>
Cc: 'Francisco.Rodriguez@galvestoncountytx.gov' <Francisco.Rodriguez@galvestoncountytx.gov>
Subject: RE: [EXTERNAL]RE: RFP 25-058 Yearly Newsletter Clarification

Tiffany-

Thank you for the prompt reply and the explanation, but without the mailing cost, your proposal does not meet the **minimum qualifications.**

Veronica Van Horn
Legal Services Manager
722 Moody Ave., 5th Floor
Galveston, TX 77550
409-770-5562 Direct
409-770-5560 Fax
veronica.vanhorn@co.galveston.tx.us

From: Skaar, Tiffany <tskaar@royle.com>
Sent: Thursday, October 2, 2025 3:04 PM
To: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Subject: [EXTERNAL]RE: RFP 25-058 Yearly Newsletter Clarification

CAUTION: This email is from outside Galveston County's system. Only click links or open attachments if you trust the sender. Suspect phishing? Select **"Report phishing"** in Outlook.

Good afternoon, Veronica,

The mailing costs are outlined at the bottom of the quote, just below the print total. They are structured this way because the per-piece cost can vary depending on the mail list requirements and applicable postal regulations.

For the 210,000 pieces, if we use the items listed on the quote, we can add the highlighted columns and divide by 210,000. See the example math below:

- List processing: $3,818 (if these were the exact numbers)
- Postage: Standard EDDM flat rate applies

Please note that we cannot cover postage for Galveston. However, we can use a permit and set you up for "mail anywhere" access, which could provide postage savings. I'm sure there is a permit option for Galveston County—we would just need to link it.

These are all things to consider for potential cost savings, and we'd be happy to walk you through the options if you're interested. Of course, I also understand if there are restrictions that limit what can be done.

Additional Services:		
Basic Mail List Processing	$1,110.00	$5.00
NCOA Processing (48-month)	$430.50	$2.05
Co-Mail File Output Fee	$30.00	$0.00
Single Entry Inkjet Mail	$2,277.50	$10.25
Addl Input Files, each (1)	$25.00	$25.00
Addl Mail Streams, each (1)	$55.50	$55.50
Carton pack Only (per carton) (1)	$1.90	$1.90
Pack & Prepare cartons for drop ship (per carton) (1)	$2.90	$2.90

Thank you for the opportunity,

Tiffany Skaar
Director of Customer Experience
Direct: 608-834-3638| Cell: 608-770-0429

ROYLE PRINTING
745 South Bird Street, Sun Prairie WI, 53590
A Leading Resource of Print and Digital Solutions

From: Van Horn, Veronica <Veronica.VanHorn@co.galveston.tx.us>
Sent: Thursday, October 2, 2025 11:18 AM
To: Skaar, Tiffany <tskaar@royle.com>
Cc: Rodriguez, Francisco <Francisco.Rodriguez@galvestoncountytx.gov>
Subject: RFP 25-058 Yearly Newsletter Clarification
Importance: High

Ms. Skaar-

Your proposal indicates that services are FOB your plant. However, as outlined on page 7 of the Special Provisions (see attached and excerpted below), we requested a per-piece mailing rate. The vendor is expected to include the mailing cost in the proposal as specified in Addendum 1.

Please confirm whether your submission includes the required mailing cost. If it does not, kindly advise whether you intend to withdraw your proposal, as it would not meet the specified qualifications.

We appreciate your prompt attention to this matter and look forward to your response.

RFP Organization
Tab #1: Cost – *(Page limit is three pages)*
Format should include:
- Quantity (210,000)
- Printing Rate per booklet
- Mailing Rate per piece
- Any Cost for file handling/converting
- Any cost for necessary file editing prior to printing
- Not to exceed total project cost

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

THIS IS AN EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

TABLE OF CONTENTS 1
A. PURPOSE 2
B. EXCEPTIONS 2
C. PROCUREMENT TIMELINE 2
D. SUBMISSION INSTRUCTIONS: 3
E. PROPOSAL SURETY 4
F. PERFORMANCE AND PAYMENT BONDS 4
G. BEST AND FINAL OFFERS (BAFO) 4
H. DAVIS-BACON WAGE RATES 4
I. PERSONNEL TO CONTACT 4
J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 6
K. REQUIREMENTS OF REQUEST FOR PROPOSAL 6
L. INSURANCE 6
M. SCOPE OF WORK 7
N. COST 9
O. INVOICES 9
P. EVALUATION AND SELECTION PROCESS 9
Q. REQUIRED DOCUMENTS CHECKLIST 11

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
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.

****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 E, SUBMISSION INSTRUCTIONS, for further details.**

A. PURPOSE

Galveston County is seeking a vendor for the publication printing of a yearly newsletter for county taxpayers. This publication will include numerous updates about the resident's county government. It is estimated that this publication will be mailed to between 150,000 and 200,000 residents. The graphic design and layout will be completed by the County.

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.

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.

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, August 20, 2025
Advertise Solicitation (second date of publication)	Wednesday, August 27, 2025
Deadline for Questions & Inquiries	**Wednesday, September 3, 2025, by 5:00 PM CST**
Submission Deadline / RFP Opening	**Thursday, September 18, 2025, at 2:00 PM CST**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

Interested parties may attend the Thursday, September 18, 2025, 2:00 PM CST. bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=ma98eb1f4f2a698aace7d11e546c3ae1b

Join by meeting number Meeting number (access code): 2482 162 4912

Meeting password: 25-058 (250058 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24821624912## US Toll

Join by phone +1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24821624912@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

IF "WALKING IN" Submittals, one (1) unbound single-sided original proposal, and two (2) proposal copies, must be submitted no later than **2:00 PM CST,** on **Thursday, September 18, 2025:**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

Veronica Van Horn
Interim 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 bid bond is **not** a requirement of this solicitation request.

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 requirements*** for 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:

Veronica Van Horn
Interim Purchasing Agent
722 21st Street (Moody)
Galveston, Texas 77550
e-mail: purchasing.bids@co.galveston.tx.us

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

Respondents must e-mail their requests (with the subject line "**Printing of Yearly Newsletter – RFP #25-058– 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.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
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:

Zach Davidson
Director of Government Relations
174 Calder
League City, TX 77573

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.

K. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and two (2) hard copies of its response to the Interim 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.

L. 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.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

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.

M. SCOPE OF WORK

Galveston County will be sending out the yearly newsletter to county taxpayers. This publication includes numerous updates about what the county government is up to; including updates on infrastructure projects, facility projects, economic development, emergency management, and more. This important resource for taxpayers also features contact information for the various Galveston County offices and elected officials. It is estimated that this publication will be mailed to between 150,000 and 200,000 households.

The printing and mailing of this publication are beyond the scope of the in-house print shop. Galveston County is requesting proposals for the printing and the direct mailing of this publication.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

Project Specs:

Quantity:	210,000 Booklets
Pages:	16 Page Self Cover
Size:	8.5 x 11
Paper:	80#
Finish:	Matte
Color:	Full Color

Other Project Needs
- Mailing information printed/stuck on the front cover
- Saddle Stitch binding
- Full Bleed
- Gutter Jumps

RFP Organization

Tab #1: Cost – *(Page limit is three pages)*
Format should include:
- Quantity (210,000)
- Printing Rate per booklet
- Mailing Rate per piece
- Any Cost for file handling/converting
- Any cost for necessary file editing prior to printing
- Not to exceed total project cost

Tab #2: Experience/Qualifications – *(Page limit is ten pages)*
- Business History and background
- Number of years in business
- Any relevant experience in publication/mailer printing

Tab #3: Timeline/Delivery – *(Page limit is three pages)*
Estimated project timeline, including:
- Estimated file conversion/editing from receipt of file
- Estimated time for printing after file finalized
- Delivery time after printing

Tab #4: References – *(No page limit)*
- Examples of similar past projects
    - Examples of larger projects can be in the form of a link
    - Max of three examples
- List of any past government customers

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

N. COST

Any unit prices submitted by the proposer shall include all cost 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 8, item 13, 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 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 qualifications according to factors which include, but may not be limited to the following:

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
GALVESTON COUNTY, TEXAS

• **Tab #1:**	**Cost**	30 points
• **Tab #2:**	**Experience and Qualifications**	35 points
• **Tab #3:**	**Timeline and Delivery**	25 Points
• **Tab #4:**	**References**	10 Points

The remainder of this page intentionally left blank

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
PRINTING FOR YEARLY NEWSLETTER
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. "Walked In" Submittals: One (1) original, two (2) copies of submittal; Bonfire: One (1) 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 Proposal	_____

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
61.

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:** 10/1/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: County Judge**
5) **Department Contact: Zach Davidson x5457**
6) **Description: Printing and mailing of annual County newsletter**

7) **PEID No: 723824**
8) **Req No:**
9) **Orgkey: 1101110000**
10) **Object Code: 5493100**
11) **Vendor: Aspen Imagining, LLC dba Signature Aspen**
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: General Government**
14) **Fund #: 1101110000 - 5493100**
15) **Current Year Budgeted: not to exceed $92,820.00**
16) **Current Year Projected: not to exceed $92,820.00**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals: not to exceed $92,820.00**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/13/2025
23) **Auto Renewal Contract:** No
24) **Bid No: 25-058**
25) **Contract End Date:** 10/12/2026
26) **Contract # Issued by Purchasing Department: 231424**

NOTES: HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	Mark Henry	Approve	10/1/25 4:13 pm
2	Melissa Fleming	Approve	10/2/25 9:27 am
3	Veronica Van Horn	Approve	10/3/25 12:03 pm
4	Diana Huallpa	Approve	10/3/25 4:03 pm
5	Sergio Cruz	Approve	10/3/25 4:31 pm
6	Veronica Van Horn	Approve	10/6/25 10:00 am

SIGNATURE ASPEN
the IMAGE communications company

RE: RFP 25-058 Printing for Yearly Newsletter Contract #CM

Contract Agreement

This contract ("Contract") is made as of October 13, 2025, by and between Galveston County, located at 722 Moody Avenue Galveston, TX 77550 ("Client"), and Signature Aspen, with its principal office located at 3300 Kingswood Street Houston, TX 77092 ("Company").

1. Scope of Work

1. **The Company agrees to provide the below services for the 2025 Galveston County Annual Newsletter as specified below:**

- **Qty – 210,000**
- **16-page self-cover**
- **Final Size: 8.5”x11”**
- **Paper: 80lb Text**
- **Finish: Matte**
- **Ink: 4-color process, double-sided, full coverage**
- **Finishing: Fold and Saddle Stitch**
- **Delivery: USPS EDDM Mail Services**
- **Estimated File Conversion /Editing from file receipt - 24 hrs**
- **Estimated time for printing after file finalized – 7 days**
- **Delivery time to USPS after printing- 1 day**
- **1500 overs get delivered to:**
  County Judge Office 174 Calder Dr. League City, TX 77573

2. Payment Terms

Printing and Mail Services:	**$0.21 per piece**
Mailing Rate EDDM Postage:	**$0.232 per piece**
File handling, convert, edit	**Included**
Deliveries-Postal SCF, County	**Included**
Not to exceed total project	**$92,820**
Postage Payment due:	**At time of mailing**
Printing Payment due:	**Net 30**

3. Responsibilities of the Client

- **The Client will provide all necessary content, images, and branding guidelines to the Company to ensure timely completion of the project.**
- **The Client will review and approve the design and layout.**

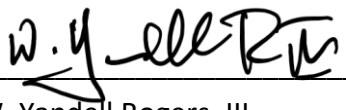
4. Governing Law

- **This Contract will be governed by and construed by the laws of the State of Texas.**

5. Signatures

- **This Contract is signed and executed by the authorized representatives of both parties on the date first above written.**

Company-Aspen Imaging, LLC
Dba Signature Aspen



W. Yandell Rogers, III
President

Client-Galveston County

_____

Mark Henry
County Judge

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
62.

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

Consideration of awarding ITB 25-056 Malathion Insecticide

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 2:42 pm

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

RE: ITB 25-056, Malathion Insecticide Contract #227388

Gentlemen,

On July 31, 2025, bids were opened for ITB 25-056, Malathion Insecticide. Two (2) bids were received from the following companies:

- ES OPCO USA, LLC dba Veseris — Chicago, IL
- Veseris DBA ES OPCO, LLC — Austin, TX

It is requested that this bid be awarded to the lowest cost, best value, and qualified bidder that met the specifications, ES OPCO USA, LLC dba Veseris.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

GALVESTON COUNTY MOSQUITO CONROL DISTRICT
5115 HWY 3
DICKINSON, TEXAS 77539

JOHN G. MARSHALL, JR. (retired)
DIRECTOR
1-800-842-5622

October 2, 2025

County Purchasing Agent
722 Moody, 5th Floor
Galveston, TX 77553

Re: ITB 25-056, Malathion Insecticide

Dear Purchasing Agent:

Listed below is the lowest bid received for ITB 25-056, Malathion Insecticide and I am recommending that we accept it.

ES OPCO USA, LLC dba Veseris in the amount of $67.52 a gallon.

If you have any questions or concerns, please do not hesitate to contact my office ext. 5079.

Sincerely,

Haley Billiot, Administrative Assistant
Galveston County Mosquito Control

Viseris dba ES OPCO USA, LLC

ITB 25-056
OPEN: 07/31/2025
TIME: 2:00 PM

LINE ITEM DETAIL SHEET
MALATHION INSECTICIDE
GALVESTON, TEXAS

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	Malathion Insecticide BULK delivery	1	GL	$69.36/Gallon	
2					
3					
4					
5					
6					
7					
8					
9					
10	TOTAL				

ES OPCO USA, LLC dba Veseris

ITB 25-056
OPEN: 07/31/2025
TIME: 2:00 PM

LINE ITEM DETAIL SHEET
MALATHION INSECTICIDE
GALVESTON, TEXAS

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	Malathion Insecticide BULK delivery	1	GL	67.52	67.52
2					
3	*Malathion Insecticide Bulk	1	GL	64.99	64.99
4	delivery as sole source				
5	provider w/price change				
6	options as market price				
7	increases				
8					
9					
10	TOTAL				

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

A. PURPOSE 2
B. DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses) 2
C. PROCUREMENT TIMELINE 2
D. SUBMISSION INSTRUCTIONS 3
E. BID SURETY 4
F. PERFORMANCE AND PAYMENT BONDS 4
G. BEST AND FINAL OFFERS (BAFO) 4
H. DAVIS-BACON WAGE RATES 4
I. PERSONNEL TO CONTACT 4
J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 5
K. REQUIREMENTS OF INVITATION TO BID 5
L. INSURANCE 5
M. MATERIAL DESCRIPTION 6
N. FLAMMABILITY 6
O. FORMULATION 6
P. STORAGE 6
Q. APPLICATION 6
R. MATERIAL SAFETY DATA SHEETS (MSDS) 6
S. QUANTITIES AND PAYMENTS 7
T. PRODUCT AVAILABILITY AND TIME OF DELIVERY 7
U. COST 7
V. INVOICES 7
W. EXCEPTIONS 8
X. REQUIRED DOCUMENTS CHECKLIST 9

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 Malathion Insecticide in accordance with the specifications listed herein by the Galveston County Mosquito Control Department.

B. DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses)

52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;
(b) The contracting parties agree to a different definition;
(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

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, July 2, 2025
Advertise Solicitation (second date of publication)	Wednesday, July 9, 2025
Questions Deadline	**Wednesday, July 16, 2025 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, July 31, 2025 at 2:00 PM CST**

Interested parties may attend the Thursday, July 31, 2025 at 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m1f189fce8e9b8933c91d6a0fdfc1a4c8

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

Join by meeting number Meeting number (access code): 2485 124 3532

Meeting password: 25-056 (250056 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24851243532## US Toll

Join by phone+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24851243532@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, 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 one (1) copies of the requested bid submittals must be submitted no later than **2:00 PM CST**, on **Thursday, July 31, 2025 to:**

Veronica Van Horn
Interim 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. 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.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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:

Veronica Van Horn
Interim 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 "**Malathion Insecticide – ITB 25-065– 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

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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 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, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) unbound 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 no smaller than font size 11. Except that organizational charts, other graphics, and footers may be as small as font size 9.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. 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.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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.

M. MATERIAL DESCRIPTION
A contact organophysophate insecticide technical grade; BULK ONLY.

N. FLAMMABILITY
Must be NFPA flammability one (1) or lower.

O. FORMULATION
O, O-Dimethyl Phosphordithioate of Diethyl Mercaptosuccinate that is 96.5% pure that contains 9.9 pounds of Malathion per gallon

P. STORAGE
Product is requested to be delivered in bulk to Galveston County Mosquito Control Department tanks. When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years.

Q. APPLICATION
Product must be labeled for ground ULV and aerial ULV mosquito control application with conventional ULV equipment

R. MATERIAL SAFETY DATA SHEETS (MSDS)
This OSHA required documentation must accompany each delivery.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

S. QUANTITIES AND PAYMENTS

Galveston County anticipates utilizing approximately 4000 gallons annually however no minimum or maximum amounts are guaranteed, bulk delivery to Dickinson or Galveston as needed. Galveston County will order varying amounts of materials in estimated quantities as specified on the bid sheet. The County will pay only for materials ordered upon issuance of a Galveston County Purchase Order number and delivered to a designated location within Galveston County. No minimums or maximum quantities are guaranteed.

Galveston County is tax-exempt and therefore no taxes, license fees, etc. shall be added to bid prices.

Galveston County reserves the right to order more or less of this product.

T. PRODUCT AVAILABILITY AND TIME OF DELIVERY

Time of delivery and product availability are of the essence in all Galveston County supply contracts. The contracted vendor shall be required to have the stated quantities available and delivered at the requested locations at all times throughout the contractual period(s). 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 County reserves the right to procure the materials from another supply source at no penalty to the County. Furthermore, these incidents shall not constitute a breach of contract. The County reserves the right to cancel any orders, or part thereof, without obligation or penalty if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County

U. COST

The unit price submitted by the bidder shall include all costs to the County, including the material, delivery, current freight rate, or any other cost. Measurement and payments shall be per unit of measure listed on the bid sheet delivered to jobsite or to designated County locations.

V. 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.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

W. EXCEPTIONS

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

The rest of this page intentionally left blank

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

X. 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, one (1) copies of submittal (if bid is "walked in")	_____
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. Three (3) signed contracts (attached)	_____
13. Line-Item Detail Sheet (attached)	_____

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: _____

ITB 25-056
OPEN: 07/31/2025
TIME: 2:00 PM

LINE ITEM DETAIL SHEET
MALATHION INSECTICIDE
GALVESTON, TEXAS

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	Malathion Insecticide BULK delivery	1	GL		
2					
3					
4					
5					
6					
7					
8					
9					
10	TOTAL				

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
63.

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:** 10/2/2025
2) **Contract Type:** Expense
3) **Renewal Contract:** No
4) **Department Name: Mosquito Control District**
5) **Department Contact: Haley Billiot**

Description: Resultant contract from ITB 25-056 Malathion Insecticide

6)

7) **PEID No: 721573**
8) **Req No:**
9) **Orgkey: 2410-411100**
10) **Object Code: 5313301**
11) **Vendor:** Veseris dba ES OPCO, LLC
12) **Vendor Contract No:**

Expenditure Budget/Revenue Projections

13) **Fund Name: Mosquito Control District Fund**
14) **Fund #: 2410**
15) **Current Year Budgeted: $650,000.00**
16) **Current Year Projected:**
17) **Year 2:**
18) **Year 3:**
19) **Year 4:**
20) **Year 5:**
21) **Totals:**

To Be Completed by Purchasing Department

22) **Contract Start Date:** 10/13/2025
23) **Auto Renewal Contract:** No
24) **Bid No: ITB 25-056**
25) **Contract End Date:** 10/12/026
26) **Contract # Issued by Purchasing Department: 227388**

NOTES: HB1295 to be requested

Approval History

Seq #	Approver	Action	Action Date
1	John Marshall	Escalated	10/2/25 8:11 am
2	Haley Billiot	Approve	10/2/25 8:12 am
3	Melissa Fleming	Approve	10/2/25 1:37 pm
4	Veronica Van Horn	Approve	10/2/25 2:46 pm
5	Diana Huallpa	Approve	10/2/25 3:11 pm
6	Sergio Cruz	Approve	10/2/25 3:56 pm
7	Veronica Van Horn	Approve	10/2/25 5:34 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: 227388

Invitation to Bid Number: ITB 25-056 Malathion Insecticide

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be **October 13, 2025.** The Contract will terminate on **October 12, 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: ES OPCO USA, LLC dba 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.

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:

Veseris

By: Keith L. Hans **Date:** 22 July 2025

Galveston County

By: **Date:**

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

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:

Veseris

By: Keith L. Hans **Date:** 22 July 2025

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

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:

Veseris

By: Keith L. Haas **Date:** 22 July 2025

Galveston County

By: **Date:**

_____ _____

Mark A. Henry, County Judge

Attest:

_____

Dwight Sullivan, County Clerk

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

RE: ITB 25-056, Malathion Insecticide Contract #227388

Gentlemen,

On July 31, 2025, bids were opened for ITB 25-056, Malathion Insecticide. Two (2) bids were received from the following companies:

- ES OPCO USA, LLC dba Veseris — Chicago, IL
- Veseris DBA ES OPCO, LLC — Austin, TX

It is requested that this bid be awarded to the lowest cost, best value, and qualified bidder that met the specifications, ES OPCO USA, LLC dba Veseris.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

GALVESTON COUNTY
PURCHASING DEPARTMENT

INVITATION TO BID

ITB #25-056

MALATHION INSECTICIDE

SUBMISSION DEADLINE: 07/31/2025

2:00 PM CST

Veronica Van Horn
Interim Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

INVITATION TO BID
MALATHION INSECTICIDE
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 Malathion Insecticide in accordance with the specifications listed herein for use by the Galveston County Mosquito Control Department.

Submittal Instructions:
Sealed bids in **sets of two (2), one (1) single-sided unbound original and one (1) single-sided copy** will be received in the office of the County Purchasing Agent until **2:00 PM, CST, on Thursday, July 31, 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 25-056, Malathion Insecticide

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, July 2, 2025
• Advertise Solicitation (second date of publication)	Wednesday, July 9, 2025
• **Questions Deadline**	**Wednesday, July 16, 2025 by 5:00 PM**
• **Submission Deadline/Bid Opening**	**Thursday, July 31, 2025 at 2:00 PM**

Virtual Bid Opening
Interested parties may attend the Thursday, July 31, 2025, at 2:00 PM bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m1f189fce8e9b8933c91d6a0fdfc1a4c8

Plans and Specifications:
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 required with this Invitation to Bid.

Debarment and Suspension:
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.

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.

Veronica Van Horn
Interim Purchasing Agent
Galveston County

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

Table of Contents

1. BID PACKAGE 4
2. BIDDER'S RESPONSIBILITY 4
3. TIME FOR RECEIVING BIDS 5
4. COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS 5
5. BID OPENING 6
6. WITHDRAWAL OF BID / FIRM BID RULE 6
7. COMMISSIONERS' COURT 6
8. REJECTION OF BIDS / DISQUALIFICATION 7
9. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS 7
10. SUBSTITUTES / DESCRIPTION OF MATERIALS AND EQUIPMENT 7
11. EXCEPTIONS TO BID CONDITIONS 7
12. PRICING 8
13. PROCUREMENT CARD (P-CARD) PROGRAM 8
14. PASS THROUGH COST ADJUSTMENTS 8
15. MODIFICATION OF BIDS 9
16. PRE-BID CONFERENCE 9
17. SIGNATURE OF BIDS 9
18. AWARD OF BIDS – EVALUATION CRITERIA AND FACTORS 10
19. DISPUTE AFTER AWARD / PROTEST 11
20. PUBLIC INFORMATION ACT (F/K/A OPEN RECORDS ACT) 11
21. BIDDER'S E-MAIL ADDRESSES – CONSENT TO DISCLOSURE 12
22. RESULTANT CONTRACT 12
23. CONTRACT TERM 13
25. TERMINATION FOR DEFAULT 14
26. TERMINATION FOR CONVENIENCE 14
27. FORCE MAJEURE 14
28. ESTIMATED QUANTITIES 15
29. CONTRACTOR INVESTIGATION 15
30. NO COMMITMENT BY COUNTY OF GALVESTON 15

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

31. BID COSTS BORNE BY BIDDER 15
32. BEST AND FINAL OFFERS (BAFO) 15
33. SINGLE BID RESPONSE 16
34. CHANGES IN SPECIFICATIONS 16
35. BID IDEAS AND CONCEPTS 16
36. BID DISCLOSURES 16
37. INDEMNIFICATION 16
38. REQUIREMENT OF AND PROOF OF INSURANCE 17
39. BID GUARANTEE 18
40. PERFORMANCE AND PAYMENT BONDS (IF REQUIRED) 19
41. PATENT AND COPYRIGHT PROTECTION 20
42. CONFLICT OF INTEREST DISCLOSURE REPORTING (FORM CIQ) 20
43. DISCLOSURE OF INTERESTED PARTIES/FORM 1295 21
44. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS & REQUIREMENT TO REGISTER IN SAM 22
45. TRANSACTIONS WITH TERRORIST ORGANIZATIONS PROHIBITED 23
46. VERIFICATION NOT TO BOYCOTT ISRAEL 23
47. SOVEREIGN IMMUNITY 24
48. CONTROLLING LAW AND VENUE 24
49. MERGERS, ACQUISITIONS 24
50. DELAYS 25
51. ACCURACY OF DATA 25
52. SUBCONTRACTING/ASSIGNMENT 25
53. INDEPENDENT CONTRACTOR 25
54. MONITORING PERFORMANCE 25
55. SUBJECT TO APPROPRIATION OF FUNDS 25
56. CONTRACTS SUBJECT TO GRANT FUNDING 26
57. PROCUREMENT ETHICS 26
58. NON-COLLUSION AFFIDAVIT 28
59. CERTIFICATION REGARDING LOBBYING – COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871 28
60. NON-DISCRIMINATION 29

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

61. RECORD RETENTION AND RIGHT TO AUDIT....30
62. TITLE VI ASSURANCES/TXDOT....30
63. ASSURANCES FOR CONSTRUCTION PROGRAMS - TEXAS GENERAL LAND OFFICE (GLO) 31
64. GENERAL AFFIRMATIONS – TEXAS GENERAL LAND OFFICE (GLO)....34
65. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT....41
66. ANTITRUST....41
67. LABOR STANDARDS....41
68. PROCUREMENT STANDARDS -....41
69. PROCUREMENT LAWS....53
70. SECTION 3 CLAUSE (§ 135.38) – HOUSING AND URBAN DEVELOPMENT (HUD)....58
71. REQUIRED CONTRACT PROVISIONS....60
72. NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS – TEXAS GENERAL LAND OFFICE (GLO)....78
73. SPECIAL CONDITIONS – TEXAS GENERAL LAND OFFICE (GLO)....81
74. ENERGY EFFICIENCY (42 U.S.C. 6201 AND 2 CFR 200 APPENDIX II (H))....86
75. LEAD AND ASBESTOS....86
76. USE OF DHS SEAL, LOGO, AND FLAGS PROHIBITED WITHOUT PRIOR APROVAL....86
77. FEDERAL GOVERNMENT NOT A PARTY....86
78. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS....86
79. ACKNOWLEDGMENT OF GOVERNMENT RECORD....86
80. COMPLIANCE WITH GALVESTON COUNTY PURCHASING POLICIES AND PROCEDURES 87
81. ENTIRETY OF AGREEMENT AND MODIFICATION....87
82. NOTICE....88

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 two (2), one (1) unbound original, and one (1) copy****, 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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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:

Veronica Van Horn
Galveston County Interim 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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

All questions regarding this Invitation to Bid must be submitted in writing to:

Veronica Van Horn
Interim 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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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,

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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:

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

14. 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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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:

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

- 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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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).

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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,

GENERAL PROVISIONS

INFORMATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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):

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

[illegible] 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

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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.

(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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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;

(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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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.

(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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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-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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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:

(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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

(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;

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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 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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

(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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.) **Small and minority business, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).** The County is required to take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This includes requiring the prime contractor, if subcontracts are to be let in the performance of this contract, to itself take affirmative steps in letting the subcontract. Accordingly, if subcontracts are to be let in the performance of this contract, the contractor must take affirmative steps in the letting of the subcontract(s), which must include:

(a) placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(b) assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(c) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; and
(d) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

In accordance with FEMA procurement guidance:

A small business is a business that is independently owned and operated, not dominant in the field of operation in which it is bidding on Galveston County contracts and qualified as a small business under the Small Business Administration criteria and size standards at 13 C.F.R. Part 121.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this subsection.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this subsection and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this subsection.

6.) **Rights to Inventions Made Under a Contractor Agreement.**

(a) If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(b) Stafford Act Disaster Grants. This requirement does not apply to Public Assistance, Hazard Mitigation Grant Program, Crisis Counseling Assistance and Training Grant program, Disaster Case Management Grant Program, 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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

(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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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)**

(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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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).

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 (Sec 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.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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. 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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 "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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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;

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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. 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;

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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;

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)).

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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);

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,

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

(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.

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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

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[D] 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

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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.

GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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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GENERAL PROVISIONS
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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:

Veronica Van Horn
Galveston County Interim 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

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

A. PURPOSE 2
B. DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses) 2
C. PROCUREMENT TIMELINE 2
D. SUBMISSION INSTRUCTIONS 3
E. BID SURETY 4
F. PERFORMANCE AND PAYMENT BONDS 4
G. BEST AND FINAL OFFERS (BAFO) 4
H. DAVIS-BACON WAGE RATES 4
I. PERSONNEL TO CONTACT 4
J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 5
K. REQUIREMENTS OF INVITATION TO BID 5
L. INSURANCE 5
M. MATERIAL DESCRIPTION 6
N. FLAMMABILITY 6
O. FORMULATION 6
P. STORAGE 6
Q. APPLICATION 6
R. MATERIAL SAFETY DATA SHEETS (MSDS) 6
S. QUANTITIES AND PAYMENTS 7
T. PRODUCT AVAILABILITY AND TIME OF DELIVERY 7
U. COST 7
V. INVOICES 7
W. EXCEPTIONS 8
X. REQUIRED DOCUMENTS CHECKLIST 9

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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 Malathion Insecticide in accordance with the specifications listed herein by the Galveston County Mosquito Control Department.

B. DEFINITIONS (As mentioned in FAR Subpart 52.2 – Text of Provisions and Clauses) 52.202-1 Definitions.

Definitions (Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

(a) The solicitation, or amended solicitation, provides a different definition;
(b) The contracting parties agree to a different definition;
(c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
(d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures

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, July 2, 2025
Advertise Solicitation (second date of publication)	Wednesday, July 9, 2025
Questions Deadline	**Wednesday, July 16, 2025 by 5:00 PM CST**
Submission Deadline / Bid Opening	**Thursday, July 31, 2025 at 2:00 PM CST**

Interested parties may attend the Thursday, July 31, 2025 at 2:00 PM CST bid opening virtually by using the following link:

https://galvestoncountytx.webex.com/galvestoncountytx/j.php?MTID=m1f189fce8e9b8933c91d6a0fdfc1a4c8

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

Join by meeting number Meeting number (access code): 2485 124 3532

Meeting password: 25-056 (250056 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24851243532## US Toll

Join by phone+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24851243532@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, 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.ebonfire.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 one (1) copies of the requested bid submittals must be submitted no later than **2:00 PM CST**, on **Thursday, July 31, 2025 to:**

Veronica Van Horn
Interim 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. 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.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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:

Veronica Van Horn
Interim 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 **"Malathion Insecticide – ITB 25-065– 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

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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 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, that pricing meets the agreed-upon pricing methodology as specified in the contract, and that funds are available.

K. REQUIREMENTS OF INVITATION TO BID

Bidder shall provide one (1) unbound 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 no smaller than font size 11. Except that organizational charts, other graphics, and footers may be as small as font size 9.

Bidders shall clearly indicate which project or projects are being submitted for consideration in their cover letter.

L. 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.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

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.

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.

M. MATERIAL DESCRIPTION
A contact organophysophate insecticide technical grade; BULK ONLY.

N. FLAMMABILITY
Must be NFPA flammability one (1) or lower.

O. FORMULATION
O, O-Dimethyl Phosphordithioate of Diethyl Mercaptosuccinate that is 96.5% pure that contains 9.9 pounds of Malathion per gallon

P. STORAGE
Product is requested to be delivered in bulk to Galveston County Mosquito Control Department tanks. When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two (2) years.

Q. APPLICATION
Product must be labeled for ground ULV and aerial ULV mosquito control application with conventional ULV equipment

R. MATERIAL SAFETY DATA SHEETS (MSDS)
This OSHA required documentation must accompany each delivery.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

S. QUANTITIES AND PAYMENTS

Galveston County anticipates utilizing approximately 4000 gallons annually however no minimum or maximum amounts are guaranteed, bulk delivery to Dickinson or Galveston as needed. Galveston County will order varying amounts of materials in estimated quantities as specified on the bid sheet. The County will pay only for materials ordered upon issuance of a Galveston County Purchase Order number and delivered to a designated location within Galveston County. No minimums or maximum quantities are guaranteed.

Galveston County is tax-exempt and therefore no taxes, license fees, etc. shall be added to bid prices.

Galveston County reserves the right to order more or less of this product.

T. PRODUCT AVAILABILITY AND TIME OF DELIVERY

Time of delivery and product availability are of the essence in all Galveston County supply contracts. The contracted vendor shall be required to have the stated quantities available and delivered at the requested locations at all times throughout the contractual period(s). 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 County reserves the right to procure the materials from another supply source at no penalty to the County. Furthermore, these incidents shall not constitute a breach of contract. The County reserves the right to cancel any orders, or part thereof, without obligation or penalty if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the County

U. COST

The unit price submitted by the bidder shall include all costs to the County, including the material, delivery, current freight rate, or any other cost. Measurement and payments shall be per unit of measure listed on the bid sheet delivered to jobsite or to designated County locations.

V. 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.

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

W. EXCEPTIONS

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

The rest of this page intentionally left blank

SPECIAL PROVISIONS

INVITATION TO BID
MALATHION INSECTICIDE
GALVESTON COUNTY, TEXAS

X. 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, one (1) copies of submittal (if bid is "walked in")	_____
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. Three (3) signed contracts (attached)	_____
13. Line-Item Detail Sheet (attached)	_____

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: _____

LINE ITEM DETAIL SHEET
MALATHION INSECTICIDE
GALVESTON, TEXAS

	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED PRICE
1	Malathion Insecticide BULK delivery	1	GL		
2					
3					
4					
5					
6					
7					
8					
9					
10	TOTAL				

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/pub/irs-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:

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/conflictforms.htm

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

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

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

COUNTY of GALVESTON
Purchasing Department

rev. 1.3, March 29, 2010

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

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)

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)

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 ☐

(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.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

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.

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 • Individual or • Sole proprietorship	Corporation, 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

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

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

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

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each *officer* with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ NO

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government *officer* named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ NO

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an *officer* or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ NO

D. Describe each employment or business relationship with the local government *officer* named in this section.

4

Signature of person doing business with the governmental entity

Date

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 25-056**

Solicitation Title: **Malathion Insecticide**

Contractor hereby CERTIFIES that:

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

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

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

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

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

Name of Business _____ Date _____

By: _____ _____

Signature Printed Name & Title

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 25-056 Malathion Insecticide

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 25-056 Malathion Insecticide**

- 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 25-056

Solicitation Title: Malathion Insecticide

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 25-056

Solicitation Title: Malathion Insecticide

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: 22738

Invitation to Bid Number: ITB 25-056 Malathion Insecticide

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be **August 18, 2025.** The Contract will terminate on **August 17, 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: 22738

Invitation to Bid Number: ITB 25-056 Malathion Insecticide

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be **August 18, 2025.** The Contract will terminate on **August 17, 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: 22738

Invitation to Bid Number: ITB 25-056 Malathion Insecticide

Term of Contract: One (1) year with two (2) one (1) year extensions

Initial term (Services): Beginning date of the Contract will be **August 18, 2025.** The Contract will terminate on **August 17, 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

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
64.

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

Consideration for authorization to award RFP 25-057 Galveston County Guardianship Program

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/2/25 11:31 am

THE COUNTY OF GALVESTON

FRANK RODRIGUEZ
PURCHASING AGENT

COUNTY COURHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5371

October 13, 2025

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

RE: RFP 25-057, Galveston County Guardianship Program Contract #231127

Gentlemen,

On September 4, 2025 submittals were opened for RFP 25-057, Galveston County Guardianship Program. Two (2) submittals were received from the following companies:

- Friends for Life — Waco, TX
- Back to Eden Fellow Program — Houston, TX

After a thorough review of the submittal by the Evaluation Committee, Friends for Life was deemed to have submitted a satisfactory proposal and is recommended for award.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Frank Rodriguez
Purchasing Agent
County of Galveston

MEMORANDUM

Date: October 01, 2025

To: Tammy Dickey, Office Manager

From: Christian Monterrubio, Deputy Chief Financial Officer, CM

CC: Tashonda Edwards, Indigent Coordinator

Elizabeth Bryant, Fleet Administration – Manager

Jack Ellison, Nuisance Abatement Officer

Subject: RFP #25-057, Guardianship Program

The Evaluation Committee met to review and evaluate the proposals submitted for RFP #25-057, Guardianship Program. Each proposal was carefully considered, and following receipt of the best and final offer submissions, the committee has reached its recommendation.

After thorough discussion and scoring, the Evaluation Committee recommends awarding the contract to Friends for Life. Their proposal demonstrated strong program alignment, organizational capacity, and cost effectiveness, providing the best overall value to Galveston County.

We believe this recommendation will ensure the Guardianship Program continues to deliver quality services that meet the needs of our most vulnerable residents. The committee remains available should you or your office have any questions or require additional details regarding our evaluation process.

Scoring Summary

Active Submissions

	Total	Corporate Experience & History	Methodology for Providing Services	Staffing	Financial capacity
Supplier	**/ 100 pts**	**/ 15 pts**	**/ 25 pts**	**/ 20 pts**	**/ 15 pts**
Friends for Life	85.37 pts	15 pts	23 pts	17.75 pts	14 pts
Back to Eden Fellow Program	78.5 pts	13 pts	21.25 pts	14 pts	10.25 pts

	Financial Accountability, reporting and record keeping	Pricing
Supplier	**/ 15 pts**	**/ 10 pts**

	Financial Accountability, reporting and record keeping	Pricing
Supplier	**/ 15 pts**	**/ 10 pts**
Friends for Life	14.25 pts	1.366 pts ($275,931.25)
Back to Eden Fellow Program	10 pts	10 pts ($37,700.00)

Proposal Scores

Back to Eden Fellow Program - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Corporate Experience & History	Methodology for Providing Services	Staffing	Financial capacity
Reviewer	**/ 100 pts**	**/ 15 pts**	**/ 25 pts**	**/ 20 pts**	**/ 15 pts**
TASHONDA A EDWARDS	77 pts	10 pts	20 pts	15 pts	10 pts
Elizabeth Bryant	80 pts	15 pts	21 pts	15 pts	10 pts
Christian Monterrubio	86 pts	13 pts	22 pts	16 pts	11 pts
Jack Ellison	65.06 pts	14 pts	22 pts	10 pts	10 pts

	Average:	13 pts	21.25 pts	14 pts	10.25 pts
		↓	↓	↓	↓
Calculated:	**78.5 pts**	**13 pts**	**21.25 pts**	**14 pts**	**10.25 pts**

	Financial Accountability, reporting and record keeping	Pricing
Reviewer	**/ 15 pts**	**/ 10 pts**
TASHONDA A EDWARDS	12 pts	$50,000.00
Elizabeth Bryant	9 pts	$50,000.00
Christian Monterrubio	14 pts	$50,000.00
Jack Ellison	5 pts	$800
	10 pts	**$37,700.00**

	↓	↓
Calculated:	**10 pts**	**10 pts ($37,700.00)**

Friends for Life - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Corporate Experience & History	Methodology for Providing Services	Staffing	Financial capacity
Reviewer	**/ 100 pts**	**/ 15 pts**	**/ 25 pts**	**/ 20 pts**	**/ 15 pts**
TASHONDA A EDWARDS	75.06 pts	15 pts	20 pts	13 pts	14 pts
Elizabeth Bryant	87.66 pts	15 pts	23 pts	18 pts	15 pts
Christian Monterrubio	89.52 pts	15 pts	24 pts	20 pts	14 pts
Jack Ellison	98 pts	15 pts	25 pts	20 pts	13 pts
	Average:	**15 pts**	**23 pts**	**17.75 pts**	**14 pts**
		↓	↓	↓	↓

Calculated:	**85.37 pts**	**15 pts**	**23 pts**	**17.75 pts**	**14 pts**

	Financial Accountability, reporting and record keeping	**Pricing**
Reviewer	**/ 15 pts**	**/ 10 pts**
TASHONDA A EDWARDS	12 pts	$472,500.00
Elizabeth Bryant	15 pts	$301,500.00
Christian Monterrubio	15 pts	$329,400.00
Jack Ellison	15 pts	$325
	14.25 pts	**$275,931.25**
	↓	↓

Calculated:	**14.25 pts**	**1.366 pts ($275,931.25)**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

TABLE OF CONTENTS

TABLE OF CONTENTS 1
A. PURPOSE 2
B. EXCEPTIONS 2
C. PROCUREMENT TIMELINE 2
D. SUBMISSION INSTRUCTIONS: 3
E. PROPOSAL SURETY 4
F. PERFORMANCE AND PAYMENT BONDS 4
G. BEST AND FINAL OFFERS (BAFO) 4
H. DAVIS-BACON WAGE RATES 4
I. PERSONNEL TO CONTACT 4
J. PROGRAM ADMINISTRATION & CONTRACT MANAGEMENT 5
K. REQUIREMENTS OF REQUEST FOR PROPOSAL 5
L. INSURANCE 5
M. GUARDIANSHIP SERVICES: 6
N. PROPOSER DELIVERIES 7
O. ADDITIONAL REQUREMENTS 9
P. INVOICES: 10
Q. EVALUATION AND SELECTION PROCESS 11
T. REQUIRED DOCUMENTS CHECKLIST 13

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
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.

****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 E, SUBMISSION INSTRUCTIONS, for further details.**

A. PURPOSE

Galveston County issues this Request for Proposal (RFP) seeking a vendor to provide Guardianship Services to Galveston County. Successful contractor shall comply with all specifications listed in this Request for Proposal.

This invitation for Request for Proposal is open to businesses actively engaged in Guardianship Services. Proof of capability may be required prior to the award of a resultant contract.

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.

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.

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, August 6, 2025
Advertise Solicitation (second date of publication)	Wednesday, August 13, 2025
Deadline for Questions & Inquiries	**Wednesday, August 20, 2025, by 5:00 PM CST**
Submission Deadline / RFP Opening	**Thursday, September 4, 2025, at 2:00 PM CST**

Interested parties may attend the Thursday, September 4, 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=m29e034232a2a5f0e0f2d4e56aa7b6952

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

Join by meeting number Meeting number (access code): 2492 036 9550

Meeting password: 25-057 (250057 when dialing from a video system)

Tap to join from a mobile device (attendees only)
+1-415-655-0001,,24920369550## US Toll

Join by phone+1-415-655-0001 US Toll
Global call-in numbers

Join from a video system or application
Dial 24920369550@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
IF "WALKING IN" Submittals, one (1) unbound original proposal, two (2) proposal copies, must be submitted no later than **2:00 PM CST,** on **Thursday, September 4, 2025:**

Veronica Van Horn
Interim 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**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

E. PROPOSAL SURETY
A bid bond is **not** a requirement of this solicitation request.

F. PERFORMANCE AND PAYMENT BONDS
A surety bond in the amount of **$250,000.00** is a requirement 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 requirements*** for 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:

Veronica Van Horn
Interim 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 "**Galveston County Guardianship Program – RFP #25-057– 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**

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

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.

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:

Diana Huallpa
Chief Financial Officer
Department of Financial Services
722 Moody, 3rd 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 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.

K. REQUIREMENTS OF REQUEST FOR PROPOSAL

Respondent shall provide one (1) original and two (2) hard copies of its response to the Interim 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.

L. 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

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

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.

M. GUARDIANSHIP SERVICES:
Guardianship services include personal and professional services that satisfy the requirements of the Texas Probate Code and common law relating to guardian and ward relations, including concerns of health, education, welfare and fiduciary responsibility. Any legal services required to function as a guardian are the responsibility of the proposer and should be considered in submitting a proposal:

- **Guardian of the Person:** This person is under a statutory duty to care, control and protect a ward and provide the ward with clothing, food, medical care and shelter. Shelter can be in the ward's home, a nursing home, a relative's home, foster or boarding home, hospital or other medical facility. A guardian of the person is required to file an annual report on the condition of well-being of a ward with the Probate Court.

- **Guardian of the Estate:** This person serves a fiduciary and is under a duty to take care of and manage the ward's estate as a prudent person would manage his/her own property. A guardian of and the action taken on the claims; a description of all property, a complete accounting of all receipts and disbursements of the estate and detailed information concerning all cash being administered by the guardian.

- **Estate of the Ward:** Payees of wards take care of the ward's financial obligations and needs. A payee of the person is required to file an annual report on the financial status and well-being of a ward with the Probate Court.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

The County reserves the right to prohibit any of the service provider's employees and/or independent contractors or subcontractors from performing services with regard to this contract.

All personnel shall be required to pass a background check conducted by the Service Provider for employment. Additionally, all personnel performing on-site services may be required to undergo a urinalysis or blood test if there is reason to believe that they are under the influence of alcohol or other substances of abuse.

N. PROPOSER DELIVERIES

Interested partis are encouraged to present proposals that are based on the unique capabilities and resources of their organization. These proposals should provide responses to the following.

Corporate Experience and History:
Proposer shall provide a brief history of its organization, management structure, mission and an overview of current services.

Included in this section, the service provider shall provide a summary of their current and recent history of past performances related to guardianship services. Please address the following information for each item listed below:

1) Company Profile
   a) Specify the date organized to providing guardianship services. Include a brief history of the organization, management structure, current services provided and any other relevant information pertinent to demonstrating the firm's capability. Include in your discussion:
      i. Number of employees employed by the company,
      ii. Annualized dollars of payroll, and
      iii. Number of years in business

   b) Describe current contracts and include the following information:
      i. Client name, address, and telephone numbers;
      ii. Date of original contract and expiration dates;
      iii. Number of renewals (if applicable);
      iv. Dollar amount of contacts

   c) List all contracts lost, or not renewed (list contact person and telephone number), in the last three (3) years. Please provide narrative describing reasons that contracts have not been renewed. Service provider must specifically identify any contracts from which they have asked to be relieved or any contracts that have been canceled prematurely.

   d) Discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact upon the firm's ability to provide services proposed. Service provider shall disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of guardianship services.

   e) Describe other current or anticipated contractual obligations that have been awarded which will coincide with the terms of this contract.

   f) Describe experience with similar size County contracts and highlight evidence of achievements in this area.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

g) Provide an organizational chart delineating corporate office organizational structure.

The service provider is cautioned that it is the service providers sole responsibility to submit information related to the evaluation categories and that the County of Galveston is under no obligation to solicit such information if it is not included with the service providers proposal. Failure of the service provider to submit such information may cause an adverse impact on the evaluation of the service provider's proposal.

The County of Galveston reserves the right to consider historic information and fact gained form the service provider's proposal, oral presentation, references or other objective data, in the evaluation process.

Methodology:
Proposer will describe its plan to provide guardianship services to the person, payee of the person, and/or guardian of the estate of Galveston County clients and provide guardianship services from the first allegation of incapacity through the termination of the guardianship.

Staffing:
Proposer shall specify if and how they intend to integrate current employees, if applicable, and subcontractors into their program.

Proposer will describe how it will transition current wards to proposer's supervision if applicable. Proposer will describe any personal and/or professional service subcontracts it has or anticipated for the care of Galveston County clients.

Proposer will demonstrate some evidence of its ability to employ or contract with qualified supervision and staff.

Proposer will provide a copy of written policies and procedures relevant to its performance under this agreement as part of this proposal to include its policies regarding criminal background checks on all of its employees who come into contact with clients and their property.

Financial:
Proposers must obtain a surety bond in the amount of $250,000 and provide annual verification to the Probate Court from the bond provider that the bond premium is up to date.

Proposer will provide evidence of its ability to monitor the client's financial status. Although most clients will have very little personal wealth, some may have moderate assets or benefits which must be carefully invested, expended, or otherwise protected from abuse. A program must have a system and policies and procedures in place to maintain and safeguard individual client accounts. The system must include mechanisms for the disbursement of monthly or weekly payments to creditors or "allowance" payments to the client.

Proposer will describe or present a sample of documents it will provide the County Auditor and the County Probate Court that recaps specific services rendered on a monthly basis along with an expense resort detailing all client expenditures for guardianship cases being maintained by the Proposer under the County contract as well as any resources available to support these services from non-county funds.

Proposer will indicate how it will segregate and account for County funds separate from other agency funds in either a separate number bank account or in a general operating account, either of which must be supported with the maintenance of a separate accounting fund or a general fund with a separate chart of accounts that reflects revenues

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

and expenditures for the monies received under the contract. Proposer will specify how it will classify or prorate its indirect costs to any other cost centers including a guardianship cost center.

Proposer will provide the County verification of its Internal Revenue Service taxpayer identification number and certificate that is in compliance with applicable Internal revenue code, rules and regulations along with a proof of good standing with the Texas Comptroller of Public Accounts as an exhibit to this proposal.

Proposer must be willing to bill Medicaid for guardianship services provided to wards under separate contracts the Proposer has with organizations such as Adult Protective Services (APS), Texas Department of Aging and disability.

Services, or GULF COAST Mental Health and Mental Retardation Center. Such services must be reimbursed under those contracts.

Proposer must adhere to generally accepted accounting principles. An annual audit of accounts and procedures will be performed and a copy filed with the Auditor's Office within 90 days of the close of the fiscal year.

Proposer must maintain an accurate and complete client record. Records must be kept confidential. Provisions must be made for the safe storage of client records or accurate and legible reproductions for a minimum of five years following termination of the guardian court order.

Proposer will refund to the County any money which has been paid to the Proposer by the County, which County determines has resulted in overpayment to Proposer, or which County determines, as a result of periodic program evaluation or financial audits, has not been spent by the Proposer strictly in accordance with the terms of the contract. The proposer shall make such refund to the County within 30 days after the County requests refund.

Proposer will provide the county with a copy of the last two (2) years of financial statements. Successful Proposer shall provide the County with a copy of each current year financial statements prior to the renewal of that year's contract.

Pricing:
Proposer will provide a unit cost to serve 75 existing wards and a unit price for up to an additional 125 wards. Proposers must be prepared to render face-to-face contact with a ward as needed to properly care for the ward at a minimum of once per month.

Litigation History and Experience:
Provide a list of all litigation the service provider has been or is currently involved in during the last three years. Including a narrative describing all cases that were settled and amounts of settlement.

O. ADDITIONAL REQUREMENTS

Proposer must be prepared to meet the following additional requirements.

Galveston County will use the National Guardianship Association's Standards of Practice and Model Code of Ethics for Guardians as its guide in ensuring appropriate guardianship services and the ethical standards expected of any guardian serving under this agreement.

Proposer agrees to meet all guidelines and requirements of the Texas Probate Code and common law relating to guardian and ward relations.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

Proposer will provide all services and activities performed under the terms of the contract in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-112, section 504, and with the Provisions of the American with Disabilities Act of 1990, Public law 101-336[S.933] ("ADA").

Proposer will not discriminate against any employee, applicant for employment, or eligible client based on race, religion, color, sex, national origin, age or handicapped condition.

Proposer will assume all of the rights, obligations and liabilities applicable to an independent contractor.

PROPOSAL REPARATION AND SUBMISSION REQUIREMENTS:

RFP Response: In order to be considered for selection, the Proposer must submit a complete response to the RFP. One (1) original and two (2) copies of each proposal must be submitted to Galveston County by the due date. The Proposer shall make no other distribution of the proposal.

Proposal Preparation: An authorized representative of the Proposer shall sign the proposal. All information requested must be submitted. Failure to submit all information requested may result in the rejection of the proposal. If more than one alternate is proposed within the proposal, the entire proposal will be rejected for lack of specificity.

1) Proposals should be typed/printed on "8 ½ x 11" paper, with at least one-inch margins, using 12-point type. Proposals are limited to a maximum of 25 pages including all forms and attachments. All pages of the proposal should be numbered. Any pages over 25 may be discarded or result in substantially lower evaluation of the proposal.

2) Proposals should be organized in the order in which the requirements are requested in the Proposer Deliverables Section pages 6-9 of this RFP. Each paragraph/section should reference the corresponding section of the RFP and repeat the title as it appears in this document. Information the Proposer desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at end of the proposal and designated as additional materials.

3) Each copy of the proposal must be contained in a single bound notebook and divided into marked sections.

Oral Presentation: Proposers who submit a proposal in response to the RFP may be required to give an oral presentation of their proposal to the evaluation committee. This provides an opportunity for the Proposal to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiations.

P. 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.

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

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 8, item 13, 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.

Q. 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 osmissions, 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 requirements 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 10 of the General Provisions, Item 18, Award of Proposals – Evaluation Criteria and Factors.

Evaluation Criteria: Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under each criteria indicates the type of factors to be considered but are not necessarily exclusive. Evaluations will be made, and points awarded based solely on the information contained in the proposal.

Criteria	Points
• Corporate Experience & History	15 Points
• Methodology for Providing Services	25 Points
• Staffing	20 Points
• Financial capacity	15 Points
• Financial Accountability, reporting and record keeping	15 Points
• Pricing	10 Points

R. SAMPLE AGREEMENT

All proposers are required to include a Sample Agreement with their proposal submittal. The sample agreement will be reviewed by Galveston County's legal counsel and the terms will be negotiated with the successful proposer.

S. DISASTER AND EMERGENCY RESPONSE

The Galveston County Commissioner's 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 fist responders, government employees, various elected and appointed officials, state and local representatives, and other emergency management personnel.

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

SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

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 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.

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SPECIAL PROVISIONS

REQUEST FOR PROPOSAL
GALVESTON COUNTY GUARDIANSHIP PROGRAM
GALVESTON COUNTY, TEXAS

T. 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. "Walked In" Submittals: One (1) original, two (2) copies of submittal; Bonfire: One (1) 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 Proposal	_____

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
b.65.

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

Mosquito Control Manager

Approval History

Seq #	Approver	Action	Action Date
1	Dianna Martinez	Approve	10/6/25 2:38 pm