



City of Galveston

INVITATION TO BID

Bid Reference Number: 23-04

Project Title: Standby Emergency Generator Maintenance Services

Bid Closing Date: 10:00 A.M.(CST), Wednesday, January 4, 2023

No Bids submitted after the above deadline will be accepted.

KEY EVENTS SCHEDULE

PROJECT NAME:	Standby Emergency Generator
ISSUANCE OF ITB	November 23, 2022
DEADLINE FOR QUESTIONS:	2:00 P.M., (CST); Friday, December 9, 2022 All questions will be answered in the form of an addendum. All questions related to this Bid are to be directed to the following link: Upload Questions Here
ADDENDA CHECKLIST: (IF APPLICABLE)	https://www.galvestontx.gov/bids.aspx
SUBMITTAL DEADLINE:	10:00 A.M.(CST),Wednesday, January 4, 2023
SUBMITAL REQUIREMENT:	Electronic submittals required. Upload Submittals Here <u>*The file size limit for upload is 250 mb</u>
CITY OF GALVESTON COUNCIL AWARD:	A final determination will be made at a future City of Galveston Council meeting. City of Galveston reserves the right to reject any and all Bids and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	An agreement shall be effective upon execution by the COG for three (3) years, and shall automatically renew for two (2) successive one (1) year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date.

INVITATION TO BID

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SECTION 1

INTRODUCTION

1.1 Description of City of Galveston

The City of Galveston (“**COG**”) is an island community with 32-miles of coastline and historic architecture that more than 50,000 residents call home. We are home to a port, a major medical complex, and two universities. COG employs more than 800 people to provide essential services to our residents.

COG located in Texas is a home rule city, and is governed through a council-manager form of government.

COG’s web page is located at <https://www.galvestontx.gov>

1.2 Objective of this Invitation to Bid

The City of Galveston (“**COG**”) is soliciting bids in response to this Invitation to Bid, ITB 23-04 (this “**ITB**”), from qualified vendors to provide Standby Emergency Generator Maintenance Services (the “**Services**”). The Services are more specifically described in **Section 2** (Scope of Work) of this ITB.

COG reserves the right to award multiple Agreements as a result of this ITB if deemed in the best interest of COG. COG makes no representations of any kind that an award will be made as a result of this ITB.

COG is soliciting competitive sealed submissions from vendors having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this ITB. This ITB provides sufficient information for interested parties to prepare and provide submissions for consideration by COG.

1.3 Public Information

Bidder is hereby notified that COG strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

COG strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of ITB information. Bid Documents are not available for public inspection until after the Agreement award. If the Bidder has notified COG, in writing, that the bid Document contains trade secrets or confidential information, COG will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall COG be liable for disclosure of such information by COG in response to a request, regardless of COG’s failure to take any such reasonable steps, even if COG is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and the company or vendor agrees that the agreement can be terminated if the company or vendor knowingly or intentionally fails to comply with a requirement of that chapter. Vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.4 Type of Agreement

All Bidders are hereby put on notice that if the Bidder is awarded an agreement for procurement of goods or services, COG is entering into that agreement in its governmental capacity, and not a proprietary capacity.

An award of an agreement to a bidder(s) does not guarantee the bidders(s) that COG shall issue any Purchase Order(s) for the Bidder's goods or services, or guarantee any particular volume use, number, or sales.

Bidder will be required to enter into an agreement with COG in a form substantially similar to the Proposed Sample Agreement between COG and Bidder (the "**Agreement**") attached to this ITB in Section 7 and incorporated for all purposes.

Bidders should be aware that the contents of the successful bid will become a part of the subsequent contractual documents. Failure of the Bidder to accept this obligation may result in the cancellation of any award.

By submitting a bid, Bidder further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this ITB. The failure or omission of Bidder to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her bid and any ensuing agreement.

Each Bidder acknowledges that COG has made a reasonable attempt to provide the Bidder with relevant data. The Bidder, therefore, waives any right of voidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

Bidders shall promptly notify the COG of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this ITB. COG shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.

COG may, in its sole discretion, respond in writing to written inquiries concerning this ITB. Only COG's responses that are made by formal written Addenda will be binding on COG. Any verbal responses, written interpretations or clarifications other than Addenda to this ITB will be without legal effect. All Addenda issued by COG prior to the Submittal Deadline will be and are hereby incorporated as a part of this ITB for all purposes.

Bidders are required to acknowledge receipt of each Addendum as specified in this Section. The Bidder must acknowledge all Addenda by completing, signing and returning the Addenda Checklist. The Addenda Checklist must accompany the Bidder's bid.

Responses to inquiries which directly affect an interpretation or effect a change to this ITB will be issued in writing by addendum and posted to COG website. All such addenda issued by COG prior to the submittal deadline shall be considered part of the ITB. COG shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.6 Bid Evaluation Process

An award of an agreement to provide the goods or services specified herein will be made using competitive sealed bids, in accordance with Chapter 252 of the Texas Local Government Code and with the COG's purchasing policy. All bids submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this ITB, will be opened publicly. Any bids that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this ITB, will be rejected by COG as non-responsive due to material failure to comply with advertised specifications.

If the Bid Document is incomplete or otherwise fails to conform to the requirements of the ITB, COG alone will determine whether the variance is so significant as to render the Bid non-responsive.

Discussions may not be initiated by bidders. These discussions will be limited to issues and topics brought forth by the COG. Any attempt by bidder at deviating from the issues and topics to discuss other issues and topics concerning the Bid brought forth by the COG shall be grounds for disqualification. Bidders shall not contact any COG personnel during the bid process without the express permission from the COG's Purchasing Manager.

A variety of factors may be used in the evaluation of the submitted Bids for this project. The anticipated evaluation factors and emphasis placed on each factor may be identified in the Scope of Services. COG reserves the right to determine which Bid provides COG with the best value and which will be in COG's best interest. COG Council shall be sole judge in determining award. Per Texas Local Government Code § 252.043(b):

- i. the purchase price;
- ii. the reputation of the bidder's goods or services;
- iii. the quality of the bidder's goods or services;
- iv. the extent to which the goods or services meet the municipality's needs;
- v. the bidder's past relationship with the municipality;
- vi. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and non-profit organizations employing persons with disabilities;
- vii. the total long-term cost to the municipality to acquire the bidder's goods or services; and

viii. any relevant criteria specifically listed in the Invitation to Bid or proposals.

All correspondence relating to this bid, from advertisement to award, shall be sent to the COG's Purchasing Division. All presentations and/or meetings between COG and the bidder relating to this bid shall be coordinated by COG Purchasing Division. COG reserves the right to determine which bid provides COG with the best value and which will be in the COG's best interest.

COG reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this ITB with one or more Bidders, (b) reject any and all bids and re-solicit bids, or (c) reject any and all bids and temporarily or permanently abandon this selection process, if deemed to be in the best interests of COG. Bidder is hereby notified that COG will maintain in its files concerning this ITB a written record of the basis upon which a selection, if any, is made by COG.

1.7 COG's Reservation of Rights

COG makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this ITB for any project, service and/or good and no such representation is intended or should be construed by the issuance of this ITB. Acceptance of a bid for consideration does not waive this reservation of rights, nor does it imply any obligation by COG.

COG reserves the right to award one agreement for some or all the requirements proposed or award multiple agreements for various portions of the requirements to different Bidders.

1.8 System for Award Management (SAM.GOV)

All bidders contracting with COG may be required to register, or have an active registration with the System for Award Management (SAM.gov). Registration is free. The System for Award Management (SAM) is the official registration required prior to bidding on a contract with any federal government agency, including local governments who receive federal funds. Registration must be completed prior to contract award by COG Council. Registering online is accomplished on the SAM website here: <https://sam.gov/content/home>

1.9 No Reimbursement for Costs

Bidder acknowledges and accepts that any costs incurred from the Bidder's participation in this ITB shall be at the sole risk and responsibility of the Bidder. Bidder understands and agrees that (1) this ITB is a solicitation for bids and COG has made no representation written or oral that one or more agreements with COG will be awarded under this ITB; (2) COG issues this ITB predicated on COG's anticipated requirements for the Services and/or goods, and COG has made no representation, written or oral, that any particular scope of services will actually be required by COG; and (3) Bidder will bear, as its sole risk and responsibility, any cost that arises from bidder's preparation of a bid in response to this ITB.

1.10 ITB Withdrawals and/or Amendments

COG reserves the right to withdraw this ITB for any reason. COG reserves the right to amend any aspect of this ITB by formal written Addendum prior to the Bid submittal deadline.

1.11 Tax Exempt Status

COG purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the bid. COG will furnish Excise Tax Exemption Certificate upon request.

1.12 Compliance with House Bills 13, 19, 89 and Texas Government Code Chapter 2252, Section 2252.152 and Section 2252.152.

COG Requires bidder to verify that they are in-compliance with House Bills and Texas Government Codes. Refer to **Section 5** for these documents

1.13 Bid Validity Period

Once the submittal deadline has passed, any bid Document shall constitute an irrevocable bid to provide the goods and/or services set forth in the Scope of Services at the price(s) shown in the Bid Document. Such bid shall be irrevocable until the earlier of the expiration of ninety (90) days from the submittal deadline, or until an agreement has been awarded by the COG.

1.14 Equal Opportunity Employer

COG is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. COG requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 Conflict of Interest Questionnaire (Form CIQ)

A person or business, and their agents, who seek to contract or enter into an agreement with COG, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in **Section 5**. The form must be filed with the COG Secretary no later than seven (7) days after the date the person or business begins agreement discussions or negotiations with COG, or submits an application, response to a request for Bids or bids, correspondence, or other writing related to any potential agreement with COG. If no conflict exists the bidder must mark the form Not Applicable or NA and return with the bid packet.

1.16 Disclosure of Interested Parties Form 1295

A person or business, who enters into an agreement with COG, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. **This form is not required unless there is an agreement between the bidder and the COG. Do not submit this form unless you receive an award letter from COG.**

1.17 Protest Procedure

Any actual or prospective bidder who is allegedly connected with the solicitation or award of an offer may protest. The protest will be submitted in writing to the COG's Purchasing Division within three working 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 Division will promptly issue a decision in writing, via electronic mail, to the protesting person.

- ix. All protest lodged by potential or actual bidders, contractors or proposers must be made in writing, via electronic mail, and contain the following information:
 - a. Name, address and telephone number of the protestor.
 - b. Identification of the solicitation or agreement number and time.
 - c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - d. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - e. Arguments and authorities in support of the protest.
 - f. A statement that copies of the protest have been delivered, via electronic mail, to all interested parties in the invitation to bid or request for proposals process.
- x. In the case of request for proposals, the COG Purchasing Manager shall ask the protester deliver, via electronic mail, the protest to relevant parties.
- xi. The COG's City Manager has the authority to render the final determination regarding the protest. Any determination rendered by the COG's City Manager will be final.

1.18 Pursuant to Sec. 2-341 of the COG Code – Declaration of Policy

- A. It is the policy of COG to stimulate growth of local minority and women-owned business enterprise (M/WBE) by encouraging their participation in all phases of its contract and procurement activity and by affording them the opportunity to compete for all COG contracts. The purpose and objectives of this article are to:
 - i. Increase the capacity of local M/WBE's to provide products and services.
 - ii. Increase the opportunities for local M/WBE's to expand their business with COG and other public and private sector business entities.
- B. Provided, however, nothing herein shall require COG to award contracts for services or procurements to a M/WBE which is not also the lowest responsive and responsible Bidder and otherwise qualified unless COG may otherwise lawfully award the contract to someone other than the lowest responsive, responsible Bidder.
- C. Additionally, COG has a Disadvantaged Business Enterprise, (DBE) program mandated by the US Department of Transportation, which is part of its M/WBE program.

SECTION 2

Scope of Work

2.1 Project Title: Standby Emergency Generator Maintenance Services

2.2 Special Conditions

There are no bonding requirements for this solicitation.

2.3 Brand Manufacture Reference

COG has determined that any manufacturer's brand defined in the Scope of Services meets the COG's product and support need. The manufacturer's reference is not intended to be restrictive, and is only descriptive of the type and quality COG desires to purchase. Quotes for similar manufactured products of like quality will be considered if the Bid is fully noted with the manufacturer's brand name and model. COG reserves the right to determine products and support of equal value, and whether other brands or models meet the COG's product and support needs.

2.4 Scope of Work – Requirements

General Information:

The City of Galveston is seeking a vendor to provide maintenance services for generators located at various locations throughout the City. The successful vendor shall provide details of said services in the form of a maintenance agreement program as prescribed by the set of specifications listed herein. Successful vendor must be able to support the City of Galveston post and pre disaster or any emergency situations.

Generator units and locations listed in this scope of work. Generator Listing by Location, are subject to change at any time throughout the contract period(s) at the sole discretion of the City of Galveston. Successful vendor shall make the proper adjustments to accommodate said changes within the confines of the resultant contract and maintenance agreement.

Term:

It is the intent of the City to award a generator maintenance agreement program contract for a period of 3 years. The City may extend the contract basis for up to two (2) additional one (1)-year periods, provided such an extension is in the best interest of the City and mutually agreeable between both parties.

Termination of Contract:

This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered or terminated by either party with a thirty (30) days written notice

of cancellation. The City of Galveston reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the City.

Termination for Default:

The City of Galveston reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default by vendor. The City of Galveston reserves the right to terminate the contract immediately in the event that the successful vendor fails to:

- ◆ Meet delivery or completion of order schedules;
- ◆ Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

Specifications:

Generator Scope and Listings (pages) are provided for bidding purposes. The City of Galveston reserves the right to add or delete generators at any time during the contract / service agreement period.

- Successful vendor **must** contact the Facilities Director or Facilities representative one (1) week prior to quarterly inspections or annual full service to schedule service date & time.
- Successful vendor will be **required** to respond to service calls within 24 hours of a natural disaster in order to expedite necessary repairs and service if an emergency generator experiences a failure and or needs servicing.
- Quarterly inspections **shall** be conducted in the months of August, November and February. The annual inspection that takes place in May, will take the place of the 4th quarterly inspection.
- Annually, in the month of May, a complete service **shall** be conducted on each standby emergency generator; including, but not limited to, replacing all filters, motor oil, and topping off engine coolant. Topping off means that the service technician is to ensure that there is an adequate amount of coolant that will prohibit the generator from overheating. Any deficiencies discovered during this service **shall** be documented and the report given to the Facilities Director. A separate proposal for repairs **shall** be submitted so that a purchase order to be issued
- Annually in the month of April, the vendor **shall** provide a price for fuel sampling and testing of all of the diesel fuel tanks to determine if contaminates and microbes are present. If testing results indicate the presence of contamination and microbes, the vendor **shall** provide a cost to polish/purify the contaminated fuel and or treat the microbes.
- Vendor response time shall commence once the City of Galveston has telephoned the Vendor or left a message with the Vendors answering service until time of arrival at the specified service call location.

- Successful vendor must provide specific details of a generator maintenance program based upon the following items:

Quarterly Inspections x 3

- Check engine coolant thermal protection level and add if needed.
- Check gearbox oil level and add if needed (if equipped).
- Check battery electrolyte level and specific gravity (where appropriate)
- Check battery posts, cables, and charger connections for corrosion, proper operation, and battery load test.
- Check wiring for loose connections, corrosion and damage.
- Check engine drive belts, fan coupling device, tension, wear, weather cracking, damage
- Automatic start and run the engine for at least for at least 10 minutes or until the engine temperature has stabilized.
- Check for leaks, connections, components for any abnormal operating conditions.
- Inspect the Automatic Transfer Switch for any visible signs of corrosion.
- Check the fuel level.
- Check the fire extinguisher charge indicator for proper charging.
- Check the position switch on the ATS to ensure it is in the standby position.
- Check the conditions of the radiator, hoses and clamps.

Annual Full Service (Conducted in May)

- Locate nearest fire extinguisher.
- Record hour meter reading.
- Check switch position at generator and transfer switch to ensure it is in auto.
- Check alarm history if equipped.
- Check oil system for leaks.
- Change engine oil and filter.
- Check cooling system for leaks.
- Check radiator and shroud for air restrictions.
- Check fan hub, drive pulley, and water pump.
- Check belts, radiator hoses and clamps.
- Pressure test cooling system.
- Check radiator condition for signs of deterioration
- Check / adjust coolant ratio.
- Change coolant filter if equipped.
- Check fuel system for leaks.
- Check all fuel lines.
- Replace fuel filters with new.
- Change water separator.
- Check battery posts, cables, and charger connections for corrosion, proper operation, and battery load test.
- Check governor.
- Check / clean air cleaner element and housing.

- Check / fill / clean / load test battery; Spray terminals.
- Check control components / wiring.
- Inspect rotor / stator / bearing.
- Test engine shutdown systems.
- Inspect transfer switch wiring / components.
- Check exerciser clock.
- Record generator voltage / frequency.

Travel, parts, and hourly rates.

Service Call and Emergency Call-outs:

Successful vendor **must** provide information in their bid submission detailing costs for the following: Man Rate – Monday –Friday (per hour); Man Rate – Nights / Saturdays (per hour); Man Rate – Sundays and Holidays (per hour); Mileage Rate (per mile); List price deviation for parts (percent off of list price) and Travel Rate (Per Hour).

Service Call Classification	Response/Completion
Emergency	Vendor shall respond to location within 1 hour of notification and work to completion or contain the emergency. (Work to be completed within 2 business days)
Urgent	Vendor shall respond to location within 2 hours of notification during normal work hours. (Work to be completed within 3 business days)
Routine	Vendor shall respond to location within 3 hours of notification. (Work to be completed within 4 business days)

The hourly rate for the service call including any after hours or emergency calls will commence when the Technician **arrives** at the specified location and stops when the Technician **leaves** the job. Technician is to contact the Facilities Director or their authorized designee upon arrival and departure.

In addition, successful vendor **must** provide quotes detailing the service / parts needed to complete the necessary repairs of such additional services. **No work is to be initiated by the vendor prior to receiving a valid purchase order number. Failure to list the requested pricing will result in a “no bid” and will subject the submittal to disqualification.**

Generator Pricing Schedule:

All bidders **must** provide fixed unit prices per listed pieces of equipment. Fixed unit prices shall include all materials, equipment, labor, and overhead necessary and incidental to the performance of the services as describe in the scope of work and specifications.

Any load testing will be done at a separate time and not a part of this contract.

Pricing should be based on work being performed during normal working hours and should not include any State or Local taxes, as the City of Galveston is tax exempt. **Failure to list the requested pricing will result in a “no bid” and will subject the submittal to disqualification.**

Generator Listing by Location

- 1. Galveston City Hall**
823 Rosenberg
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 980 Gallons
Alternator: 5M4032
Volts: 277/480
Generator Make: Kohler
Generator Model: 600REOZV
Generator Serial#:2327476
Generator Size / KW Rating: 600KW
KVA Rating: 750
- 2. Galveston Fire Station #2**
428 Church
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 78 Gallons
Alternator: 4P5
Volts: 120/240
Generator Make: Kohler
Generator Model: 30REOZJC
Generator Serial#: 2325293
Generator Size / KW Rating: 27 KW
KVA Rating: 27
- 3. Galveston Fire Station #4**
8710 Cessna Drive
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 400 Gallons
Alternator: 4S13X
Volts: 120/208
Generator Make: Kohler
Generator Model: 180REOZJF
Generator Serial#: 3055799
Generator Size/ KW Rating: 180
KW KVA Rating: 225
- 4. Galveston Fire Station #7**
3902 Buccaneer
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 400 Gallons
Alternator: 4UA9
Volts: 120/240
Generator Make: Kohler
Generator Model: 200REOZJE
Generator Serial#: 325614
Generator Size / KW Rating: 200 KW
KVA Rating: 250
- 5. Galveston Fire Station #8**
21710 South Shelby Dr.
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 200 Gallons
Alternator: 4S9
Volts: 120/240
Generator Make: Kohler
Generator Model: 80REOZJE
Generator Serial#: 2326585
Generator Size / KW Rating: 83 KW
KVA Rating: 104
- 6. McGuire-Dent Recreation Center**
2222 28th St.
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 900 Gallons
Alternator: 5M4027
Volts: 277/480
Generator Make: Kohler
Generator Model: 400REOZDD
Generator Serial#: 2325718
Generator Size / KW Rating: 420KW
KVA Rating: 525
- 7. Airport Waste Water Treatment Plant**
7618 Skymaster Dr
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 6000 gallons
Alternator: 7M4048
Volts: 480
Generator Make: Detroit Diesel

Generator Model: 1000DSEB
Generator Serial#: 2016813
Generator Size / KW Rating: 1900
KVA Rating: 1250

**8. Airport Pump Station
9715 Airport Blvd.
Galveston, Texas**

Motor Fuel: Diesel
Tank Capacity: 2000 Gallons
Alternator: C32
Volts: 480
Generator Make: Caterpillar
Generator Model: SR5
Generator Serial#: GIJ00564
Generator Size / KW Rating: 1000
KVA Rating: 1250

9. Terramar Waste Water Treatment Plant

**3715 ½ Laguna Drive
Galveston, Texas**
Motor Fuel: Diesel
Tank Capacity: 1500 gallons
Alternator: DE400FRX4T3 26845
Volts: 277/480
Generator Make: Kato Light
Generator Model: D400FRX423
Generator Serial#: 124548-26845
Generator Size / KW Rating: 400
KVA Rating: 500

10. Pirates Beach Waste Water Treatment Plant

**Moyenne/Lafitte's Point
Galveston, Texas**
Motor Fuel: Diesel
Tank Capacity: 310 gallons
Alternator: 135RQZJ
Volts: 120/240
Generator Make: John Deere
Generator Model: 6D81TF001
Generator Serial#: RG6081T10740
Generator Size / KW Rating: 135
KVA Rating: 169

**11. Main Treatment Plant #1
5200 Harborside
Galveston, Texas**

Motor Fuel: Diesel

Tank Capacity: 8500 gallons
Alternator: 7M4056
Volts: 277/480
Generator Make: Kohler
Generator Model: 2000REOZDD
Generator Serial#: SGM324T6K
Generator Size / KW Rating: 2260
KVA Rating: 2825

**12. Main Treatment Plant #2
5200 Harborside
Galveston, Texas**

Motor Fuel: Diesel
Tank Capacity: 8500 gallons
Alternator: 7M4056
Volts: 277/480
Generator Make: Kohler
Generator Model: 2000REOZDD
Generator Serial#: SGM324T6L
Generator Size / KW Rating: 2260
KVA Rating: 2825

**13. Lift Station #1
2902 Harborside
Galveston, Texas**

Motor Fuel: Diesel
Tank Capacity: 2000 gallons
Alternator: DS00250D6SRAH1574
Volts: 277/480
Generator Make: MTU
Generator Model: DS00250D6SRAH1574
Generator Serial#: 353581-1-1-1112
Generator Size / KW Rating: 250
KVA Rating: 312

**14. 30th Street Pump Station #1
3002 Church St
Galveston, Texas**

Motor Fuel: Diesel
Tank Capacity: 6000 gallons
Alternator: 1000DQFAD-A029D
Volts: 277/480
Generator Make: Cummins
Generator Model: OST30-G5
Generator Serial#: 37240735
Generator Size / KW Rating: 1000
KVA Rating: 1250

15. 30th Street Pump Station #2
3002 Church St
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 6000 gallons
Alternator: 1000DQFAD-A029D
Volts: 277/480
Generator Make: Cummins
Generator Model: OST30-G5
Generator Serial#: 37250780
Generator Size / KW Rating: 1000
KVA Rating: 1250

16. Airport Control Tower
8701 Cessna
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 215 Gallons
Alternator: SED125FPJ4
Volts: 120/208
Generator Make: Kato Light
Generator Model: John Deere
6068TF250
Generator Serial#: 112951-0705
Generator Size / KW Rating: 125
KVA Rating: 156

17. Airport Terminal
2115 Terminal Drive
Galveston, Texas
Motor Fuel: Diesel
Tank Capacity: 200 Gallons
Alternator: 10J3100-641
Volts: 277/480
Generator Make: Baldor
Generator Model: IDLC-100-3JD
Generator Serial#: P1005170001
Generator Size / KW Rating: 100
KVA Rating: 125

18. Public Works Facility and Warehouse
3015 Market Street
Galveston Texas, 77550
Motor Fuel: Diesel
Tank Capacity: 850 Gallons
Alternator: 60hz 12 Lead, Extended
Range, 125/105C
Volts:277/480 3 Phase Wye 4 Wire
Generator Make: Cummins
Generator Model: 450DFEJ
Generator Serial: N19J409300

Generator Size: 450KW
KVA Rating:563

19. Old MUD#1 Building
13805 Stewart Rd.
Galveston Texas, 77550
Motor Fuel: Diesel
Tank Capacity: 2000 Gallons
Alternator: B943-2
Volts:277/480 3Phase
Generator Make: Cummins
Generator Model: C200C6D
Generator Serial: 74576872
Generator Size: 200KW
KVA Rating: 250

20. 59th Street Pump Station
5902 Church Street
Motor Fuel: Diesel
Tank Capacity: 5,600 Gallons
Alternator: SR5
Generator Make: Caterpillar
Generator Model: 3512C
Generator Serial: CT200441
Generator Size: 1500 KW
KVA Rating: 1875

21. City Garage
502 32ND Street
Galveston Texas, 77550
Motor Fuel: Diesel
Tank Capacity:100 Gallons
Alternator: 4R9X
Generator Make: Koehler
Generator Model: 90REOZT4
Generator Serial: 33KCGMKD0002
Generator Size: 85KW
KVA Rating:106

22. Island Transit Trolley Barn
214 28TH Street
Galveston Texas
Motor Fuel: Diesel
Tank Capacity:
Alternator:
Generator Make: Blue Star
Generator Model: PD30-01IT4
Generator Serial: 118578-1-1
Generator Size:30 KW
KVA Rating: 37.5

SECTION 3

BID PRICING

Bid of: _____
(Bidder Company Name)

To: City of Galveston

Ref.: Standby Emergency Generator Maintenance Services
ITB No#: 23-04

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this ITB and any attachments thereto, the undersigned proposes to furnish the “Services” required pursuant to the above-referenced ITB upon the terms quoted below.

3.1 Bid Pricing for Services Offered

3.1.1 See below COG Pricing Bid (Ref. 3.5). It must be filled out completely and returned with this Pricing Bid.

3.2 COG’s Payment Terms

COG’s standard payment terms for services are “Net 30 days.”

3.3 Price Increases Upon Extension

Any contract resulting from this ITB shall be effective for three (3) years upon execution by the City of Galveston. Proposed pricing referenced in 3.5 Pricing Sheet shall be firm for three (3) years.

It is agreed that City will have the option to extend the contract for up to two (2) additional years in one (1) year intervals. Upon option to extend, if approved by the COG, the Bidder shall modify the rates charged by the Bidder to reflect any changes shown in the comparative statement delivered to COG. The maximum increase allowed under this provision shall be four percent (4%) per year. COG will not accept, or agree, to any escalation clause higher than four percent (4%) per year. If an escalation clause of greater than the maximum allowed by COG, as stated previously, is inserted in the blanks below, COG will consider that the amount of escalation is 0%. COG shall have authority, in its reasonable discretion, to determine the validity of any change in Bidder’s rates. COG cannot exercise the Option to Extend with any price increases unless the Bidder completes the section of the Quote requesting anticipated percentage of annual escalation. The escalation time frame will be determined by COG’s Fiscal Year which begins in October and ends the following September. (example: FY 2022 October 1, 2021 – September 30, 2022).

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement.

Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

FIRST ADDITIONAL YEAR (FY 2026) ESCALATION ____%

SECOND ADDITIONAL YEAR (FY 2027) ESCALATION..... ____%

Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from manufacturer.

3.4 Cooperative Governmental Purchasing Notice

Other governmental entities maintaining inter-local agreements with COG, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Proposer. All purchases by governmental entities, other than COG, will be billed directly to and paid by that governmental entity. COG will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, COG will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with COG.

[] Yes, Others can purchase [] No, Only the COG can purchase.

3.5 Price Form – Standby Generator Service

Man Labor Rate (Monday through Friday 8 am – 5 pm) \$ _____ per hour
 Man Labor Rate (Nights after 5 pm and Saturdays) \$ _____ per hour
 Man Labor Rate (Sundays and Holidays) \$ _____ per hour
 Mileage Rate \$ _____ per mile
 Travel Time (hourly) \$ _____ per hour
 List Price for Parts Discount _____ %
 List Price for Parts Mark Up _____ %

LOCATION	ANNUAL SERVICE COST (This is the first service including motor oil and filters)	QUARTERLY INSPECTION COST (This unit cost is for 3 quarterly inspections of preventative maintenance service visits. List price per month per location.)	TOTAL COST (This is the annual service plus 3 quarterly inspections)
Galveston City Hall	\$	\$	\$
Galveston Fire Station #2	\$	\$	\$
Galveston Fire Station #4	\$	\$	\$
Galveston Fire Station #7	\$	\$	\$
Galveston Fire Station #8	\$	\$	\$
McGuire Dent Recreation Center	\$	\$	\$
Airport Waste Water Treatment Plant	\$	\$	\$
Airport Pump Station	\$	\$	\$
Terramar Waste Water Treatment Plant	\$	\$	\$
Pirates Beach Waste Water Treatment Plant	\$	\$	\$
Main Treatment Plant #1	\$	\$	\$
Main Treatment Plant #2	\$	\$	\$
Lift Station #1	\$	\$	\$
30 th Street Pump Station #1	\$	\$	\$
30 th Street Pump Station #2	\$	\$	\$
Airport Control Tower	\$	\$	\$
Airport Terminal	\$	\$	\$

Public Works Administration and Warehouse			
59TH Street Pump Station			
Old MUD#1 Building			
City Garage			
Island Transit Trolley Barn			
		Total Yearly Cost	\$

SECTION 4

Appendices

Appendix A – Bid Document

Appendix B – Conflict of Interest

Appendix C – House Bills 13, 19, 89

Appendix D – Property Tax Statement

Appendix E – Nepotism Statement

Appendix F – Non-Collusion Statement

Appendix G – Certification Regarding Debarment

Appendix H – ACH Form

Appendix A – Bid Document

Submittal Checklist: (To determine validity of Bid)

_____ Appendix A must be included in the submittal.

_____ Appendix B – G all forms must be complete and included in the submittal.

By checking the below box(es), you are acknowledging the contents of the document(s) relating to the listed appendices, and agreeing to their terms:

Appendix B – Conflict of Interest

Appendix E – Nepotism Statement

Appendix C – House Bill 13, 19, 89
Verification

Appendix F – Non-Collusion Statement

Appendix D – Property Tax Statement

Appendix G – Certification Regarding
Debarment

All Bids delivered to the City of Galveston shall include this page with the submittal.			
ITB Number:	23-04		
Project Title:	Standby Emergency Generator Maintenance Services		
Submittal Deadline:	10:00 A.M.(CST),Wednesday, January 4, 2023		
<u>Bidder Information:</u>			
Bidder's Legal Name:			
Address:			
City, State & Zip			
Federal Employers Identification Number #			
Phone Number:		Fax Number:	
E-Mail Address:			
<u>Bidder Authorization</u>			
<p>I, the undersigned, have the authority to execute this Bid in its entirety as submitted and enter into an agreement on behalf of the Bidder.</p>			
<p>Printed Name and Position of Authorized Representative: _____</p>			
<p>Signature of Authorized Representative: _____</p>			
<p>Signed this _____ (day) of _____ (month), _____ (year)</p>			

Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict of Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages

in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases and any purchase of goods and services by the City;
 - b. contracts for the purchase or sale of real property, personal property including an auction of property;
 - c. tax abatement and economic development agreements;
2. submits a bid to sell goods or services, or responds to a request for bid for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of 4A and 4B development corporations;
5. The executive directors or managers of 4A and 4B development corporations; and
6. Directors of the City of Galveston who have authority to sign contracts on behalf of the City.

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a bid or proposal is submitted or negotiations commence.

WHERE: The vendor or potential vendor must mail or deliver a completed questionnaire to the Finance Department. ***The Finance Department is required by law to post the statements on the City’s website.***

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

NOTE: The City does not have a duty to ensure that a person files a Conflict of Interest Questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

**OFFICE
USE
ONLY**

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).

Date
Received

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

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

3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.

Signature of person doing business with the governmental entity

Date

Adopted 06-29-2007

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF
THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.**

Appendix C - House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that 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. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of
(Company or

Business Name) _____ (hereinafter
referred to as Company)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE Bid.

Appendix D – Property Tax Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The City of Galveston, Texas has adopted the following policy:

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

Please indicate whether you or your company, owe delinquent property taxes to the City whether an assumed name, partnership, corporation, or any other legal form.

_____ I do not owe the City property taxes that are delinquent.

_____ I owe City property taxes that are delinquent on property located at

Bidder's Printed or Typed Name

Bidder's Signature

Date

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix E – Nepotism Statement

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE PURCHASING SUPERVISOR DEEMING YOUR BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Galveston by completing the following:

If the Proposer or Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Galveston

_____ I am related by blood or marriage to the following official(s) or employee(s) of the City of Galveston

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

_____ The officers of the company submitting this bid or proposal are not related by blood or marriage to any official or employee of the City of Galveston.

_____ The officers of the company submitting this bid or proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Galveston.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix F – Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

BIDDER _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID _____

COMPANY OFFICIAL
(PRINTED NAME) _____

OFFICIAL POSITION _____

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

**Appendix G – Document 00435
The City of Galveston, Texas**

BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this bid or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this bid that Bidder will include this clause without modification in all lower tier transactions, solicitations, bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

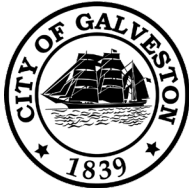
(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

END OF DOCUMENT 00435-FAA

THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED AS IT IS A PART OF THE SOLICITATION PACKAGE AS MENTIONED IN SECTION 6 OF THE BID.

Appendix H – ACH Form



The City of Galveston would like to thank you for the services you and your company have provided for us in the past, present, and in the future. For those services provided you have more than likely received payments via a paper check in the mail. As we all know, that process is slow, inefficient, and costly for us and for you as the recipient.

Mail can be delayed, lost, or even stolen causing payments to be late and we may then face penalties and late fees. The City of Galveston would like to streamline our payment process with electronic payments. These payments will be transferred electronically from our financial institute to your financial institute. The process will get your payments to you in a quicker, more reliable, and more efficient manner.

If you would like to sign up to start receiving all of your payments via ACH / Wire Transfers, please fill out the authorization forms and return to the City of Galveston Finance Department.

Please email to:

accountspayable@galvestontx.gov

Or mail to:

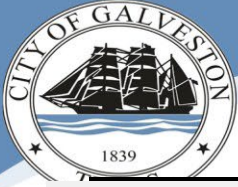
City of Galveston
Finance Department
P.O. Box 779
Galveston, TX 77553

If you have any questions or concerns, please do not hesitate to call Accounts Payable at 409.797.3569. Please put the Purchase Order Number on your invoices to ensure prompt payment. Again, we appreciate you and the services your business provide for the City of Galveston.

Sincerely,

A handwritten signature in black ink that reads "Michael W. Loftin". The signature is written in a cursive style.

Michael W. Loftin
Assistant City Manager – Finance



City of Galveston

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Galveston to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Galveston responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Galveston receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Galveston Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code: (if applicable) _____

Executed agreement must include a confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Contact Phone Number: _____

Date: _____

FOR CITY USE ONLY:

Verified by: _____	Date Verified: _____
--------------------	----------------------

RETURN THIS FORM ONLY UPON AWARD.

SECTION 5
REFERENCES

References – This section is required.

Bidder shall provide four (4) references where Bidder has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Galveston, or any of its employees.

Reference #1:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Client / Company Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

SECTION 6

SUBMISSION OF BID

- A. Submittal Packet – How to submit: All Bids must be submitted electronically. No Bid will be accepted by mail or hand delivery. Bids submitted by mail or hand delivery will be marked non-responsive.
- B. Submittal Packet – Required Contents: All items in this Bid are considered part of the Bid package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Bids not including all of the above will be considered non-responsive. Bidders must submit their Bids on the forms provided herein, otherwise, it will be marked non-responsive.
- C. Submittal Deadline: The deadline for submittal of Bids shall be as identified on the page of the Bid and on page of **Appendix A-Bid**. It is the Bidder's responsibility to have the Bid Documents, including Addenda, correctly submitted by the submittal deadline. No extensions will be granted and no late Bidders will be accepted.
- D. Bids Received Late: Bidders are encouraged to submit their bids as soon as possible. The time and date of receipt as recorded in the Purchasing Office, by COG online submittal portal, shall be the official time of receipt. COG is not responsible for late submission regardless of the reason. Late bids will not be considered under any circumstances.
- E. Alterations or Withdrawals of Bid Document: Any submitted bid may be withdrawn or a revised bid substituted prior to the submittal deadline. Bid Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline.
- F. Bid Document Format: All bid documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. ***The package must be in the order required in the Scope of Services.*** The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process, and anything written in pencil will not be accepted. Mistakes can be crossed out and corrections inserted and initialed by the individual signing the bid. COG only accepts bids that are submitted through the online portal. The link is provided on the title page of this document. No hand delivered or mailed submittals will be considered and will be marked "Non-responsive".
- G. Questions and Responses: Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division will not be answered and any communication with a User Department prior to award by COG Council will disqualify a vendor from being considered for award.
- H. Pre-Bid Conferences: The date and time of a pre-bid conference, if necessary, will be found in the **Key Events Schedule**.

6.1 Bid Submittal Order

Bidder is instructed to complete, sign, and return the following documents in the following order as a part of its bid. If Bidder fails to return each of the following items with its bid, then COG may consider this as Non-Responsive and reject the bid:

- 6.1.1 Signed and Completed Appendix A – Bid Document **(Section 4)**
- 6.1.2 Signed and Completed Appendix B – Form CIQ **(Section 4)**
- 6.1.3 Signed and Completed Appendix C – House Bills 13, 19, 89 Verifications **(Section 4)**
- 6.1.4 Signed and Completed Appendix D – Property Tax Statement **(Section 4)**
- 6.1.5 Signed and Completed Appendix E – Nepotism Statement **(Section 4)**
- 6.1.6 Signed and Completed Appendix F – Non-Collusion Statement **(Section 4)**
- 6.1.7 Signed and Completed Appendix G – Certification Regarding Debarment **(Section 4)**
- 6.1.8 Signed and Completed Bid Pricing **(Section 3)**
- 6.1.9 Signed and Completed Addenda Checklist (if applicable)
Note: It is the bidder's responsibility to make sure they have obtained all addenda.
- 6.1.10 Completed References **(Section 5)**

SECTION 7

PROPOSED SAMPLE AGREEMENT

COG has attached a sample proposed Agreement, which includes all Attachments, in conjunction with the award of an agreement with the selected vendor. **AS PART OF YOUR RESPONSE TO THIS ITB, YOU MUST IDENTIFY, IN WRITING, ANY EXCEPTIONS OR ADDITIONS YOU MAY HAVE TO THE PROVISIONS OF THE AGREEMENT.** Any desired changes are to be specific and cite the applicable section. If none, so indicate in your response. Acceptance of the terms and conditions of the Agreement is considered as a major factor in the selection of the successful vendor.

CONTRACT FOR SUPPLY OF COMMODITIES

Commodities to be supplied

This Contract (the "Contract") is made and entered into this _____ day of _____, 20____, by and between the City of Galveston (the "City"), a Texas home-rule municipality, and Company, a form of company (LLC, LLP, etc.), located at address of company. By entering into this Agreement, Company agrees that City is entering into this agreement in its governmental capacity, and not a proprietary one.

WHEREAS, the City of Galveston desires to obtain commodity supply services in connection with commodities be supplied within the City of Galveston ("City") and __ Company Name__ ("Company") desires to provide such services; and

WHEREAS, this Agreement between the Parties consist of the terms and conditions set forth herein, and that documents, attached and incorporated for all purposes; **Exhibit A** identified as the proposal from Company for the following services:

Agreement Type Here and RFP or Bid # if there is one

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the parties do mutually agree as follows:

1. **TERM**: Agreement shall be effective upon execution by the COG until work has been completed to the satisfaction of the COG unless sooner terminated under the terms set forth herein **/OR** for three (3) years, unless sooner terminated under the terms set forth herein. It is agreed that COG will have the option to extend the Agreement for up to one (1) additional year. To exercise this option, COG shall serve notice a minimum 30 days prior to agreement termination **/OR** This Agreement shall automatically renew for successive one-year periods under the existing terms and conditions, unless either party gives the other party written notice of non-renewal at least 30 days prior to such renewal date. The Option to Extend will not be considered if funding is unavailable or if the company's past performance is not within the industry standard or acceptable to the COG.
2. **SCOPE OF SERVICES**: Company will provide supplies and services (the "Work") to the City in connection with the Project, such Work more specifically described in **Exhibit A**, attached and fully incorporated for all intents and purposes.
3. **COMPENSATION**: The City shall compensate Company at a price per unit supplied to the City. Such prices are detailed in **Exhibit A**. City shall compensate Company only for units supplied to the City. Company will furnish an invoice to the City detailing activities performed and reflecting actual time and expenses incurred during the preceding month. All invoices are due under Government Code Sec. 2251.021, and are payable to Company at __address of company__. The City shall not be responsible for any payment to Company for any additional services or expenses not specifically included in **Exhibit A**, except upon execution of an amendment to this Contract in writing by both parties. Parties shall attempt to resolve any payment disputes within thirty (30) days after the invoice date.
4. **STANDARD OF CARE**: The standard of care for all contractual and related services performed or furnished by Company under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
5. **COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS** – Company shall comply with all applicable laws, ordinances, and codes of the federal, state, and local governments.

6. **CHANGES:** The City may request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation to Company, which are mutually agreed upon by and between the City and Company, shall be incorporated in written amendments to this Contract. No changes in the terms of this contract shall be binding unless it is in writing and signed by an authorized representative of both parties.

7. **DELIVERY TIME OF COMMODITIES:** Supplies shall be delivered to, and if necessary installed, by Company at the request of City within __units of measurement__ of said request. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described is a reasonable time for the completion of the same, taking into consideration the average climatic change and conditions and usual industrial conditions prevailing in this locality.

8. **ACCESS TO INFORMATION:** It is agreed that all information, data, reports and records and maps as are existing, available, and necessary for the carrying out of the work shall be furnished to Company by the City and its agencies. The City and its agencies will cooperate with Company in every way possible to facilitate the performance of the work described in the contract.

9. **SCHEDULE AND DELIVERABLES:** Company will perform the Work in accordance with the schedules/timetables described in greater detail in the attached **Exhibit A**. All of Company's reports and data will be submitted to the City in electronic format, using Microsoft Word, Excel, Access, and/or other computer software applications, as specified in **Exhibit A**. There is no minimum amount of commodities to be supplied for this contract. City is only responsible for commodities supplied by Company, at the rate described in greater detail in the attached **Exhibit A**.

10. **APPROPRIATIONS:** The obligations of the City to make payment under this Contract are expressly subject to appropriations by the City of funds that are lawfully available to be applied to such purpose.

11. **FINAL COMPLETION AND ACCEPTANCE:** Within thirty one (31) days after the Company has given the City's Representative written notice that the work has been completed, or substantially completed, the City's Representative and the City shall inspect the work. If the work is found completed or substantially completed in accordance with the contract documents the City's Representative shall issue to the City and Company a certificate of completion. The work shall not be considered "completed" until such time as the certificate has been issued.

Substantial Compliance will be defined as the stage in the progress of the Work where the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work for its intended use.

12. **ABANDONMENT BY COMPANY:** In case the Company should abandon and fail or refuse to resume work within ten (10) days after written notification from the City or the City's Representative, or if the Company fails to comply with the orders of the City's Representative, when such orders are consistent with this contract, the City shall notify the Surety on the bond, in writing. The City shall direct the Surety to complete the work and a copy of said notice shall be delivered to the Company.

After receiving a copy of City's notice to the Surety, the Company shall not remove from the job site any machinery, equipment, tools, materials, or supplies, materials and equipment for use on the job, by the City, the Surety of the Company, or another Contractor, for completion of the work. The Company shall not receive any rental or credit for such use. Company agrees and understands that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with City's notice for completion, within ten (10) days after receipt of such notice, then the City may provide for completion of the work in either of the following manners:

- (a) The City may employ such force of workers, use of machinery, equipment, tools, materials and supplies as City may deem necessary to complete the work. City may charge the expense of such labor, machinery, equipment, tools, materials and

supplies to Company, and the expense so charged shall be deducted and paid by the City out of monies as may be due, or that may become due to the Company under and by virtue of this agreement. If such expense is less than the sum which would have been payable to Company under this contract, if the same had been completed by the Company, then City shall pay the difference to the Company. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by the Company, then the Company or the Company's Surety shall pay the amount of such excess to the City; or

- (b) The City, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the City under the new contract, as compared to what would have been the cost under this contract, such increase shall be charged to the Company and the Surety shall be and remain bound therefore. However, should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Company and Company's Surety shall be credited with the difference between the new contract and this contract.

When the work has been completed or substantially completed, the Company and Surety shall be so notified and a certificate of completion issued, as provided in paragraph 10.

A complete itemized statement of the contract accounts, certified to by the City's Representative as being correct shall be prepared and delivered to Company and Company's Surety. Upon delivery to the Company or Company's Surety, the Company or Surety shall pay the balance due, if any, as reflected by the statement, within thirty (30) days after the date of certificates of completion. Company and Surety shall be held jointly and severally liable for any balance due.

In the event the statement of accounts shows that the cost to complete the work is less than the cost to the City had the work been completed by the Company under the terms of this contract, or when the Company and Surety shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be released to the Company and/or its Surety. Should the cost to complete the work exceed the contract price, and amount due the City within the time designated, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, City shall mail notice of amounts due, together with an itemized list of such equipment and materials to the Company and its Surety. After mailing such notice, such property shall be held at the risk of the Company and its Surety, subject only to the duty of the City to exercise ordinary care to protect such property.

After fifteen (15) days from the date of receipt of notice, the City may sell all machinery, equipment, tools, materials or supplies and apply the proceeds, less costs and expense of the sale to the credit of the Company and its Surety. Such sale may be made at either public or private sale, with or without notice, as the City may elect. The City shall release any machinery, equipment, tools, materials or supplies which remain on the job site that belong to persons other than the Company or its Surety, to their lawful owners.

13. ABANDONMENT BY CITY: If the City shall fail to comply with the terms of this contract and refuses to comply with such terms within thirty (30) days after the receipt of written notification of failure by the Company, then the Company may suspend or wholly abandon the work, and may remove all machinery, tools and equipment and all materials on the ground that have not been included in the payments to the Company or incorporated into the work.

The City's Representative shall make an estimate of the total amount earned by the Company, which estimate shall include the value of all work actually completed by said Company, at the prices stated in the attached proposal, the value of all partially completed work, at fair and equitable price, and the amount of all authorized Extra Work performed at the prices agreed upon or as provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the Company to complete the work, and which cannot be utilized. The City's Representative shall then

make a final statement of the balance due the Company by deducting from the above estimate all previous payments by the City and all other sums that may be retained by the City under the terms of this Agreement. City's Representative shall certify the final statement to the City who shall pay to the Company on or before thirty (30) days after the date of City's receipt of certification, the balance shown by the final statement. In no event shall City owe more than the amount authorized by City Council.

14. **BONDS:** Company shall be required to furnish a performance bond and payment bond, in accordance with Tex. Gov't. Code, section 2253.001, et seq., in the amount of 100% of the total contract price, in the event the contract price exceeds \$100,000.00 for a performance bond and \$50,000.00 for a payment bond. If the contract price does not exceed \$100,000.00 or \$50,000, respectively, and payment for work shall be made in one lump sum payment after completion and final acceptance of the work, the City shall not require the statutory bonds.

All bonds, if required, shall be submitted on forms supplied by the Company, and executed by an approved surety company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished and accepted by the City. Company is responsible for making sure its bonds remain in effect for the duration of work done for the City under this Contract. Company is responsible for ensuring bonds are effective for the duration of the contract.

15. **DEFECTS AND THEIR REMEDIES:** It is further agreed that if any part of the work or any material brought on the site for use in the work, is deemed by the City or City's Representative as unsuitable or not in conformity with plans, specifications, and contract documents, the Company shall, after receipt of written notice from the City's Representative, immediately remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract. It is further agreed that any remedial action shall be at Company's expense. No final payment shall be made to Company until that remedial action takes place.

16. **INSURANCE REQUIREMENTS:** Company shall provide all required City of Galveston certificates of coverage and all renewals throughout the duration of the Project. For each policy except Workers' Compensation protection, Company shall name the City as an additional insured and shall provide that the policy require the insurance carrier to notify the City a minimum of thirty days (30) in advance of cancellation of all or part of the policy. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and using an insurance company with an A.M. Best rating of B+ or better. All subcontractors utilized must also comply with these specifications as if they were the winning proposer. Specific details of coverage limits and conditions are listed below. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract.

Required Insurance: The required insurance must be maintained throughout the duration of the work under this contract.

- a. Commercial general liability insurance, naming the City of Galveston as an additional insured and as certificate holder, and waiving subrogation per the contractual requirements of this project. Limits are to be equal to or greater than:

\$2,000,000 general liability (includes products and personal, etc.)

\$1,000,000 fire damage

\$1,000,000 automobile damage

\$500,000 workers compensation employers' liability

Statutory limits for workers compensation

Insurance coverage shall be on an "**occurrence basis**".

17. **TERMINATION:** This Contract shall terminate upon the expiration this Contract. This Contract may be terminated prior to completion of the Work by either party upon 30 days' written

notice to the other. If, through any cause, Company shall fail to fulfill in a timely and proper manner his/her obligations under this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Company of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In the event of early termination, City shall pay Company for all work performed and expenses incurred to the date specified in the notice of termination, and Company shall turn over to the City all documents, information, and Work produced to said date relating to the Project. Notwithstanding the above, Company shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Company or its subordinates and the City may withhold any payments to Company for the purpose of set-off until such time as the exact amount of damages due the City from Company is determined.

The City may terminate this contract at any time by giving at least ten (10) days' notice in writing to Company. If the contract is terminated by the City as provided herein, Company will be paid for the time provided and expenses incurred up to the termination date.

18. **FORCE MAJEURE**: No party to this agreement shall be deemed in violation if it is prevented from timely performing any of its obligations by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, or other circumstances for which the party is not responsible or which is not in its control.

19. **INDEMNIFICATION. FOR CONSIDERATION RECEIVED**, Company shall, to the extent allowable, indemnify, save and hold the City of Galveston harmless, including City's officers, agents, employees and servants, from any claims, actions, lawsuits, proceedings, damages, loss, judgments, liabilities or expense on account of damage to property and injuries, including death, to the extent caused by any negligent act, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier of Company or those acting under Company's supervision or control. Company shall not be responsible, however, for any loss, damage, liability or expense on account of damage to property and injuries, including death, by which may arise from the negligence of the city. Company shall comply with the requirements of all current applicable laws, rules and regulations and shall indemnify and hold harmless the City and its agency members from and against the failure to comply with those laws, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

20. **REPORTS AND INFORMATION**: Company, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

21. **INDEPENDENT CONTRACTORS**: The parties are independent contractors as to each other. Nothing in this Contract shall be construed as creating any agency or employment relationship. Neither Party shall make any representations tending to create an apparent or implied agency or employment relationship; neither party has the authority to act for the other or to create obligations or debts binding on the other; and neither party shall be responsible for any obligations or expenses incurred by the other.

22. **SUBCONTRACTOR**: The term "Subcontractor", includes only those having a direct contract with the Company for performance of work on the project contemplated by these documents. Company shall submit the names and addresses of all proposed subcontractors to the City. Subcontractors may be disqualified by City for the same reason that a Contractor may be disqualified. City shall have no responsibility to any Subcontractor employed by Company for

performance of work on the project contemplated by these contract documents, but Subcontractors will look exclusively to Company for any payments due to the Subcontractor.

23. PERMITS: Company shall obtain all necessary permits for completing the project at no costs to the City. All permits shall be visibly posted on the project site. All permits associated with the project shall be sole responsibility of Company.

24. ADJACENT STRUCTURES: Adjacent structures damaged by Company's work on the project must be satisfactorily restored to the City and to the owner of the adjacent structure at Company's cost and at no expense to the City.

25. PROTECTION OF PERSONS AND PROPERTY: Company is responsible for providing protection of persons and property, including safe working conditions throughout the progress of the project.

26. SANITATION: Necessary sanitary conveniences for the use of laborers on the work site, properly screened from public observation, shall be provided, constructed and maintained by the Company in such manner and at such points as shall be approved by the City's Representative. Company shall strictly enforce use of sanitary conveniences. The Company shall at all times keep the premises free from accumulations of debris and at the completion of the work, shall remove all such debris and all tools, scaffolding and surplus materials and shall leave the worksite clean. The work shall be left in good order and condition. In case of dispute or should Company fail to clean the premises, City may remove the debris and charge the cost to the Company.

27. ASSIGNMENT: Neither party hereto may assign its rights or delegate its obligations hereunder without the written consent of the other party.

28. CONSTRUCTION: In the event that any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable, and the remaining provisions shall be affected thereby to the least extent possible.

29. NO WAIVER: The failure of any party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce that or any other provision of this Contract.

30. SEVERABILITY CLAUSE: The phrases, clauses, sentences, paragraphs or sections of these conditions are severable. If any phrase, clause, sentence, paragraph, or section of these conditions should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of these conditions.

31. ATTORNEY'S FEES: In the event there is a dispute concerning this Contract, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding.

32. APPLICABLE LAW, VENUE, AND JURISDICTION: This Contract shall be construed under and in accordance with the laws of the State of Texas, with jurisdiction in the courts of the State of Texas and venue in Galveston, County regardless of where the obligations of the parties were performed. By execution of this Contract, the parties agree to subject themselves to the jurisdiction of the Courts of the State of Texas in all matters relating to or arising out of this Contract or the Work. By entering into this Contract, Company acknowledges that City is entering into this contract in its governmental capacity, and not a proprietary capacity.

33. COPYRIGHT: No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of Company.

34. NOTICES: All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered in person or three days after deposit in the United States Mail, postage prepaid, addressed to the party's address reflected at the end of this Contract. A

party's notice address may be changed from time to time by that party's providing written notice to the other. A copy of the notice to the City shall be sent to:

City Attorney
City of Galveston
823 Rosenberg, Suite 203
P. O. Box 779
Galveston, Texas 77553

Company
Address

35. Dispute Resolution - Parties shall attempt to resolve any payment disputes within sixty (60) days or the matter may be submitted to mediation.

Nothing herein shall hinder, prevent, or be construed as a waiver of COG's right to seek redress on any disputed matter in a court of competent jurisdiction.

Nothing herein shall waive or be construed as a waiver of the COG's sovereign immunity.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Company, in whole or in part. COG and Company agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended.

Except in the case of a breach of contract or termination for cause, in the event there is a dispute concerning this Agreement, each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal.

36. EXHIBITS - All Exhibits attached hereto are incorporated herein by reference for all purposes as part of this Agreement. To the extent of any conflict, this Agreement will control.

Exhibit 1 – Scope of Work and Compensation

Exhibit 2 – Appendix A – Proposal Document

Appendix B – Conflict of Interest Form Executed

Appendix C – House Bill 89, 13, 19 Verification Form Executed

Appendix D – Property Tax Statement Executed

Appendix E – Nepotism Statement Executed

Appendix F – Non-Collusion Statement Executed

Appendix G – Document 00435 Debarment

Appendix I – Federal Clauses Executed

37. ENTIRE AGREEMENT: This Contract incorporates all provisions of the attached proposal for __commodities be supplied__ within the City of Galveston, Texas in Exhibit A and constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Contract.

[SIGNATURES FOLLOW ON NEXT PAGE]
[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

CITY OF GALVESTON, TEXAS

Company Name

By: _____

City Manager

By: _____

Company Representative

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney