BRAZORIA COUNTY COURTHOUSE
PURCHASING DEPARTMENT
111 E. LOCUST STREET, BLDG. A-29, SUITE 100
ANGLETON, TEXAS 77515
TEL: 979-864-1825 FAX: 979-864-1034

BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT

*Failure to return this form may result in disqualification

Lesa Girouard, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Purchasing
Courthouse West Annex
451 N. Velasco Street, Suite 100
Angleton, TX 77515

Solicitation Number: **ITB #16-74 HVAC PARTS AND SUPPLIES**

Open / Due Date: **FRIDAY, JULY 29, 2016 AT 2:00 P.M. LOCAL TIME**

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.
(Addendums will be posted on the Brazoria County website no later than five (5) business days prior to bid / proposal opening)
Vendors will submit responses in accordance with requirements stated on cover of document.
Vendors may not submit responses via email or fax

_____
Legal Name of Contracting Company

_____
Contact Person

_____
Complete Mailing Address

_____
Telephone Number Facsimile Number

_____
Email Address

_____
Signature Date

BRAZORIA COUNTY
INVITATION TO BID
COVER SHEET

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for BRAZORIA COUNTY.

Sealed bids shall be received no later than:

FRIDAY, JULY 29, 2016 at 2:00 P.M. LOCAL TIME

PLEASE MARK ENVELOPE: "INVITATION TO BID FOR #16-74 HVAC PARTS AND SUPPLIES"

Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

DELIVER OFFER TO:

PHYSICAL ADDRESS FOR COURIERS & HAND DELIVERIES	****MAILING ADDRESS**
LESA GIROUARD, A.P.P., C.P.M., CPPB COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515	(SEE NOTE BELOW)

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

**US Postal Service mailing address
The U.S. mail may not deliver to the physical address shown above. Respondents who prefer to use the U.S. mail may submit their offers using the U.S. Postal Service mailing address shown below.

HOWEVER, packages delivered by the U.S. Postal Service to the Brazoria County mailing address are subject to delays that may cause a response to be rejected due to missing a solicitation receipt deadline.

Responses delivered to the mailing address are routed through the County mailroom and may not reach the required location in time for the bid / offer opening.

Respondents using the U.S. mail should take this possible delay into account when using the U.S. mail.

MAILING ADDRESS
LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIRECTOR
BRAZORIA COUNTY COURTHOUSE PURCHASING DEPARTMENT
111 E. LOCUST, BLDG A-29, SUITE 100
ANGLETON, TEXAS 77515

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/respondent desiring any explanation or interpretation of the solicitation must make a written request which must be received by the Purchasing Department at least five (5) business days prior to the scheduled time for the bid/offer opening. Any information given to a prospective bidder/respondent concerning this solicitation will be furnished promptly to all other known prospective bidders/respondents as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Respondent's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/respondents and shall be posted on the Brazoria County Purchasing Website http://brazoriacountytx.gov/departments/purchasing/bid-opportunities. Brazoria County shall not be responsible for failed internet connections or power interruptions.

All required Bid/Offer documents shown on the Package Checklist including any Addenda Receipt Forms which may have been issued must be included in a sealed envelope marked with the bidder's company name, the Bid/Offer name, number and due date.

Lesa Girouard

Lesa Girouard, A.P.P., C.P.M., CPPB
County Purchasing Director
Brazoria County Courthouse
111 E. Locust Street, Bldg. A-29, Suite 100
Angleton, Texas 77515

BRAZORIA COUNTY
BIDDER CERTIFICATION

ITB #16-74 HVAC PARTS AND SUPPLIES

_____
LEGAL NAME OF CONTRACTING COMPANY

_____ _____
FEDERAL I.D. # (Company or Corporation) SOCIAL SECURITY # (Individual)

_____ _____
TELEPHONE NUMBER FACSIMILE NUMBER

_____ _____
CONTACT PERSON TITLE

_____ _____ _____
COMPLETE MAILING ADDRESS CITY & STATE ZIP CODE

_____ _____ _____
COMPLETE STREET ADDRESS CITY & STATE ZIP CODE

_____
EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

_____ _____
SIGNATURE DATE

_____ _____
Typewritten or Printed Name Title

Published Dates:

THURSDAY, JULY 14, 2016
THURSDAY, JULY 21, 2016

BRAZORIA COUNTY
CONTRACT SHEET

THE STATE OF TEXAS
COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the _____ day of _____, 2016, by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge L.M. "Matt" Sebesta, by virtue of an order of Brazoria County Commissioners' Court, and _____ (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions for ITB #16-74 HVAC PARTS AND SUPPLIES are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this _____day of_____2016.

SIGNATURE REQUIRED BY VENDOR UPON AWARD

By:_____
County Judge Signature

By:_____
Printed Name

By:_____
Signature of Contractor

By:_____
Printed Name and Title

INVITATION TO BID
PACKAGE CHECKLIST

ITB #16-74 HVAC PARTS AND SUPPLIES

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet. Failure to provide these items may result in rejection of bid/offer.

1. _X_ **Solicitation Download Acknowledgement**

2. _X_ **Cover Sheet**

3. _X_ **Bidder Certification -**Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract.

4. _X_ **Contract Sheet -** Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract **(TO BE SUBMITTED BY VENDOR UPON AWARD)** .

5. _X_ **Package Checklist**

6. _X_ **Instructions to Respondents**

7. _X_ **Specifications / Statement of Work**

8. _X_ **Bid / Offer Sheet -** Must be signed (**IN INK**) by an authorized representative of the respondent having the authority to bind the firm into a contract.

9. _X_ **Statement of No Offer**

10. _X_ **Standard Terms and Conditions**

11. _X_ **Special Requirements**

12. _X_ **Bidder/Respondent's Affirmation**
Company name, identifying information and signature (**IN INK**).

13. _X_ **SDNs/Blocked Persons Affirmation**

14. _X_ **Title VI Policy Statement**

15. _X_ **Conflict of Interest Questionnaire – Form CIQ**.

16. _X_ **Certificate of Interested Parties Form 1295-(TO BE SUBMITTED BY VENDOR UPON AWARD)**

17. _X_ **Insurance Requirements**

18. __ **Bid Bond Requirement**

19. ___ **Payment Bond Requirement**

20. ___ **Performance Bond Requirement**

21. _X_ **Return Label**

22. _X_ **Attachments:** The documents marked below are hereby attached and made a part of this package.

- **Respondent Data Sheet** (Respondent information and W-9 Form must be completed and returned with offer)

Initials_____

BRAZORIA COUNTY
INSTRUCTIONS TO BIDDERS

ITB #16-74 HVAC PARTS AND SUPPLIES

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

1.0 SCOPE

1.1. Brazoria County is requesting pricing for HVAC Parts and Supplies as indicated on the bid offer sheet in accordance with Texas Local Government Code 262.022, (5-a) which states, "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. Brazoria County may award based on best value to the County.

1.2. Brazoria County reserves the right to add or delete like items to contract as may be in the best interest of Brazoria County. Any such added items shall be provided to Brazoria County at the same discount bid on other similar products.

1.3. Brazoria County may make partial or complete awards to vendors whichever is in the best interest of the County.

2.0 PERIOD OF CONTRACT

2.1. This contract shall be for the period of twelve (12) months to begin upon award with option of four (4) twelve (12) month renewals subject to Commissioners' Court approval. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

2.2. Renewals shall be subject to approval by Brazoria County Commissioners' Court each period.

3.0 REQUIREMENTS

3.1. <u>Purchase Orders</u>:

3.1.1. Brazoria County will purchase one (1) or more products as specified on an as needed basis.

3.1.2. There shall be no minimum order or shipment requirements of any kind. Brazoria County may order and be shipped one (1) or more items on an as needed basis.

3.1.3. Awarded vendor shall process all orders, received by Brazoria County, either verbal or faxed, within twenty-four (24) hours of receipt. If order cannot be processed within such time-frame, vendor must notify the purchaser and/or Purchasing Department upon receipt of purchase order.

3.1.4. Brazoria County Purchasing Department may issue Blanket Purchase Orders/Purchase Order Releases and/or Purchase Orders for each County office. The Blanket Purchase Order, Purchase Order Releases and/or Purchase Orders will contain the ship to and bill to information for that department.

3.1.5. The awarded vendor must receive a proper Purchase Order Number from Brazoria County prior to shipment of goods.

3.1.6. Each shipment must include a delivery ticket/packing list referencing the Brazoria County Purchase Order Number.

Initials_____

3.2. Invoices

3.2.1. Invoices shall be mailed to the address on the Purchase Order or Release Order.

3.2.2. Brazoria County will pay invoices NET THIRTY (30) days from receipt of invoice by Brazoria County.

3.2.3. All invoices must reference the appropriate Purchase Order number or Release Order number.

3.2.4. Invoices shall include additional detailed information such as an itemized listing of the items ordered to include, but not be limited to the following:

3.2.4.1. Complete item description
3.2.4.2. Catalog and/or manufacturer order number
3.2.4.3. Unit of measure for item including packaging
3.2.4.4. Quantity of items ordered
3.2.4.5. Price per item
3.2.4.6. Extended price per line
3.2.4.7. Total of items ordered

3.3. Pricing:

3.3.1. All prices shall be firm and shall not be subject to escalation for the term of this contract except as specifically stated herein.

3.3.2. Brazoria County shall be eligible for any additional discounts, specials and/or promotions offered by the vendor during the term of the contract should those discounts, specials and/or promotions offer a lower cost to the County.

3.3.3. Brazoria County reserves the right to negotiate discounts with the awarded vendor for new items offered and for discount modifications to reflect changes in high volume purchases.

3.4. Substitutions:

3.4.1. Awarded vendor must fulfill order as specified by verbal or faxed purchase orders. Substitutions will not be allowed without the prior consent of the purchaser and /or Purchasing Department.

3.4.2. In cases where a product or brand is discontinued or not readily available, or where a purchaser specifically requests substitutions, limited substitutions may be allowed with Brazoria County written consent of approval.

3.4.3. Vendor substitutions shall be of equal or better quality at equal or less price than the original item requested and shall be accepted with prior approval only.

3.5. Back Orders:

3.5.1. Back orders must be established for any item "out of stock". Back orders must be limited to three (3) working days. Vendor must notify the purchaser and/or Purchasing Department immediately of any items that are back ordered. Brazoria County may cancel orders of back ordered items as may be in the best interest of the County. Back orders must be held to a minimum.

3.6. Deliveries:

3.6.1. Bidder must provide, without charge, **INSIDE DELIVERY**, to County Offices located throughout Brazoria County. All items shall be delivered F.O.B. Destination, Full Freight Allowed.

Initials_____

3.6.2. All deliveries must be made and completed within three (3) to five (5) calendar days, between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday. Note: Some County offices may be closed on different days, Brazoria County will supply such information to vendor upon award as requested or on purchase order. Vendor must provide delivery the following business day in the event a County office is closed when delivery is scheduled and/or attempted.

3.6.3. Delivery locations shall be any Brazoria County office located throughout Brazoria County.

3.6.4. Delivery location address shall be provided on Brazoria County purchase orders.

3.6.5. In the event of immediate need, Brazoria County may request vendor to provide item(s) same day or next day at no additional charge. Should such item(s) not be available in requested timeframe, Brazoria County reserves the right to purchase said item(s) on the open market. Such action shall not invalidate in whole or in part this contract.

3.7. Returns:

3.7.1. Awarded vendor shall promptly pickup / accept any return for items incorrectly shipped, ordered and/or damaged, with no restocking fee, within a forty-eight (48) hour period.

3.7.2. Any replacement items shall be shipped / delivered next day.

3.7.3. There shall be no charge to Brazoria County for returned items and invoices shall be promptly corrected or credited.

4.0 REFERENCES

Bidder must furnish with bid, a list of three (3) references from customers with a similar or larger operation as Brazoria County. References must include company name, contact person and telephone number.

	Contact Name	Company Name	Telephone
4.1	_____	_____	_____
4.2	_____	_____	_____
4.3	_____	_____	_____

5.0 QUANTITIES

Any stated quantities are provided for information purposes. Brazoria County makes no guarantee of actual contract expenditure.

6.0 SAMPLES

During the contract term, the awarded vendor may be asked to provide product samples to be used by Brazoria County for product standardization and/or evaluation purposes. Such samples may be provided to and used by Brazoria County at no charge. Samples may be returned to the awarded vendor upon completion of the evaluation and upon request by vendor.

7.0 START UP TIME

After Notice of Award, awarded Vendor may be given a maximum of fifteen (15) days to become acclimated with County facilities and procedures prior to start up of services and delivery to the County.

Initials_____

8.0 INSURANCE

Contractor shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof for the duration of the project. Certificates shall indicate name of Contractor, name of insurance company, policy number, term of coverage and limits of coverage.

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

Insurance required herein shall be maintained in full force and effect during the life of this contract and shall be issued on an occurrence basis. Contractor shall require that any and all subcontractors that are not protected under the Contractor's own insurance policies take and maintain insurance of the same nature and in the same amounts as required of Contractor and provide written proof of such insurance to Contractor. Proof of renewed/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Contractor shall not allow any subcontractor to commence work on the subcontract until such insurance required for the subcontractor has been obtained and approved.

In the event that the insurance is renewed during the duration of the contract, Contractor shall furnish certificate of insurance to the County evidencing renewal of policy within 30 days of renewal. Contractor shall provide County with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement.

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 and provided written proof as required herein.

WAIVER OF SUBROGATION:

All policies of insurance shall waive all rights of subrogation against Brazoria County, its officers, employees and agents.

ADDITIONALLY INSURED:

Further, on vendor's certificate of insurance supplied to Brazoria County, Brazoria County shall be listed as additionally insured with the exception of workers compensation insurance.

9.0 DISCLOSURE OF CERTAIN RELATIONSHIP

Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local governmental entity (including any agent of such person or vendor) disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local governmental entity. By law, this questionnaire must be completed and filed with the records administrator of Brazoria County no later than the seventh business day after the date the person engages or communicates with Brazoria County or becomes aware of facts that require the completion of the questionnaire pursuant to Texas Local Government Code section 176.006.

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

Initials_____

A copy of House Bill 23 which amended the Texas Local Government Code Chapter 176 is available at: http://www.capitol.state.tx.us/tlodocs/84R/billtext/html/HB00023F.HTM

Texas Local Government Code Chapter 176 can be found here: http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm

Questionnaire Form CIQ is included in this bid/offer

By submitting a response to this request, the vendor or person represents compliance with the requirements of Texas Local Government Code chapter 176. If required, completed forms should be sent to:

Brazoria County Courthouse
County Clerk's Office
111 E. Locust Street, Suite 200
Angleton, TX 77515

10.0 CERTIFICATE OF INTERESTED PARTIES

Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submittal.

Form 1295 and definitions are included in this bid/offer for your information

All responding vendors may access a video from the Texas Ethics Commission which explains the process on how to submit Form 1295. The video link is available on the Brazoria County Purchasing website at http://brazoriacountytx.gov/departments/purchasing/doing-business.

11.0 REQUEST FOR CLARIFICATIONS

Any prospective bidder desiring any explanation or interpretation of the bid must make a written request at least five (5) business days prior to the scheduled time for the bid opening. The request must be addressed to, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department
Attn: Jim Hopkins
111 E. Locust Street, Bldg A-29, suite 100
Angleton, TX 77515

Bidders may also email requests for clarification to: jamesh@brazoria-county.com.

12.0 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB's)

Historically Underutilized Businesses (HUB's) are encouraged to participate in the bid/RFP processes. Although Brazoria County does not certify HUB vendors, Brazoria County recognizes the certifications of other governmental entities. If you are certified by a government entity, please include your certificate in your bid submittal.

Per Code of Federal Regulations, Title 2, § 200.321, "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms", if awarded vendor is a prime contractor and subcontractors are to be let by prime contractor, the following affirmative steps are required of the prime contractor:

Initials_____

(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

13.0 SYSTEM FOR AWARD MANAGEMENT (SAM)

Prior to bid submittal, bidders/respondents must register with the System for Award Management (SAM) or have an active registration with SAM. 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.

Registering online is accomplished on the SAM website at www.sam.gov. Information concerning the process can be found on the Purchasing website at:http://brazoriacountytx.gov/departments/purchasing/doing-business.

14.0 INCLEMENT WEATHER:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

15.0 OTHER REQUIREMENTS

I. Remedies:
"If the bidder/vendor fails to comply with the terms and conditions of this Agreement, Brazoria County may take one or more of the following actions, as appropriate to the circumstance:
(a) Temporarily withhold payments pending the bidder/vendor commencing in good-faith corrective action to cure the deficiency;
(b) Permanently withhold payments; and/or
(c) Take any and all other remedies that may be legally available.

II. Equal Opportunity Clause:
"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, 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, or national origin.

(2) 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
(3) to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

Initials_____

(4) 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 considerations for employment without regard to race, color, religion, sex, or national origin.

(5) 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.

(6) 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.

(7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(8) 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 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.

(9) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

III. Retention of Records

"Retention of Records. The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the (name of the state agency or local or Indian tribal government), (name of grantee), the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims."

IV. Clean Air Act and Federal Water Pollution Control Act

"Clean Air Act

(1) 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.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA. **Initials_____**

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA."

V. Debarment and Suspension

"Suspension and Debarment

(1) 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Brazoria County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and Brazoria County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

VI. Byrd Anti-Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all 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.

VII. Procurement of Recovered Materials:

1) 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—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

Initials_____

The list of EPA-designate items is available at
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products

VIII. DHS Seal

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval."

IX. Compliance with Federal Law, Regulations, and Executive Orders

"This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

X. No Obligation by Federal Government

"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."

XI. Program Fraud and False or Fraudulent Statements or Related Acts

"The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Initials_____

BRAZORIA COUNTY
SPECIFICATIONS / SCOPE OF WORK

ITB #16-74 HVAC PARTS AND SUPPLIES

1.0 SCOPE

1.1. Brazoria County is requesting pricing for HVAC Parts and Supplies as indicated on Bid/Offer Sheet.

1.2. Bidder must stock a sufficient quantity and variety of HVAC parts and supplies to satisfy the needs of Brazoria County.

1.3. Brazoria County reserves the right to add or delete like items to contract as may be in the best interest of Brazoria County. Any such added items shall be provided to Brazoria County at the same discount bid on other similar products.

1.4. Brazoria County may make partial or complete awards to vendors whichever is in the best interest of the County.

1.5. Locations in close proximity to Brazoria County are important and may be a consideration in determining award.

BRAZORIA COUNTY
BID / OFFER SHEET

ITB #16-74 HVAC PARTS AND SUPPLIES

1.0 Purchase of HVAC Parts and Supplies

Vendor may bid a fixed discount (Option #1), or a discount that is variable by manufacturer (Option #2), or a combination of both. If additional lines are required for listing manufacturers and the corresponding discounts, please attach on a separate sheet. Please provide an explanation of how the discounts will be applied. (Example, Discount Type: Off list, off retail, off store pricing, above cost, etc.)

Option #1 - Fixed Discount: _____% Discount Type: _____

Option #2 - List discount by manufacturer in the table below.

Manufacturer	Discount	Discount Type

List locations that would stock items for Brazoria County.

1. _____

2. _____

3. _____

4. _____

GENERAL: All parts and accessories regularly supplied as standard, shall be included whether mentioned herein or not.

Brazoria County reserves the right to accept or reject any or all bids and waive all technicalities.

All delivered items should be priced – FOB Destination Full Freight Allowed. Brazoria County will not pay for any additional transportation and/or shipping charges.

The undersigned bidder has carefully examined the Invitation to Bid package and the Certification, the Standard Terms and Conditions, the Technical Specifications and all other documents and requirements included therein.

Further, the undersigned understands that by his signature affixed below, he agrees to enter into a contract with Brazoria County in accordance with the requirements of the County as stated in the above-referenced contract documents.

Signature: _____ Date: _____

Printed Name:_____ Title: _____

Company Name:_____ Tel: _____

BRAZORIA COUNTY
STATEMENT OF NO BID

ITB #16-74 HVAC PARTS AND SUPPLIES

If bidder is not bidding on the goods and/or services as stated in this ITB, please complete and return this form to: Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

****

NAME OF FIRM: _____

ADDRESS: _____

_____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

****

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

_____ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

_____ Specifications unclear (please explain below).

_____ We do not offer this commodity and/or service or an equivalent.

_____ Insufficient time to respond to the ITB.

_____ Our schedule would not permit us to perform.

_____ Can not meet insurance requirements.

Remarks: _____

_____

_____

_____

_____

_____

BRAZORIA COUNTY
SPECIAL REQUIREMENTS

ITB #16-74 HVAC PARTS AND SUPPLIES

BIDDER INSTRUCTIONS:

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

The following requirements and specifications supersede other requirements where applicable.

General
All bids inclusive of pricing shall remain firm for acceptance for a minimum period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices bid shall reflect the full Specifications/Statement of Work as defined per the ITB documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Bidder must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the bidder's employees. Bidder's offices, administration and/or place of business will not be on Brazoria County premises and will be the bidder's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Invitation to Bid, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the bidder is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the bidder's employees and or equipment during the course of the Contract.

All correspondence relating to this ITB, from receipt to award shall be sent to the Brazoria County Purchasing Director.

No award or acquisition can be made until Commissioners' Court approves such action.

This Invitation to Bid in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be bid, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the bidder in preparing a response to this ITB. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this Invitation to Bid, and reserves the right to reject any and all bids. All bids and their accompanying documentation will become the property of Brazoria County.

The bidder is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at bidder's risk.

ITB Form Completion
Bidder shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original and one (1) copies of the complete ITB form. An authorized representative of the bidder **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of ITB. If an error is made, bidder **MUST** draw a line through the error and initial each change. **PLEASE NOTE**: Unless otherwise specified, **ALL** ITBs are to be **F.O.B. Destination, Net Thirty (30) Days**.

Initials_____

Exceptions
Bidder/Respondent Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms and conditions contained in the solicitation package shall prevail. Bidder/Respondent must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

Public Information Act
All responses to this solicitation are in their entirety, subject to the Public Information Act. Brazoria County will respond to open records requests in accordance to law by providing all requested response information unless respondent (respondent) has specifically identified, in the response package, any section or part respondent deems confidential and/or proprietary. Respondent must note and identify such information on the page where such information appears in the same manner as other exceptions.

ITB Returns
Bidders must return all completed bids to the Brazoria County Purchasing Department at the address below **no later than 2:00 P.M.** on the date specified. Late ITBs will not be accepted. ITBs must be submitted in a sealed envelope and addressed as follows:

MAILING ADDRESS:	**PHYSICAL ADDRESS:**
LESA GIROUARD, A.P.P., C.P.M., CPPB	LESA GIROUARD, A.P.P., C.P.M., CPPB
COUNTY PURCHASING DIR.	COUNTY PURCHASING DIR.
BRAZORIA COUNTY COURTHOUSE	BRAZORIA COUNTY PURCHASING
PURCHASING DEPARTMENT	COURTHOUSE WEST ANNEX
111 E. LOCUST, BLDG A-29, SUITE 100	451 N.VELASCO STREET, SUITE 100
ANGLETON, TEXAS 77515	ANGLETON, TEXAS 77515

ITB #16-74 HVAC PARTS AND SUPPLIES

PREPARATION OF BID/OFFERS: Bid/offers must be submitted on the forms provided in this package, in ink or typewritten.

Late Bid/Offers
Bids/Offers received in the office of the County Purchasing Director after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Director shall be the official time of receipt.

Altering Bids/Offers
Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

Substitutions to Bid/Offer
Bidders offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

Withdrawal of Bid/Offer
A bid/offer may not be withdrawn or canceled by the bidder without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and bidder so agrees upon submittal of their bid/offer.

Descriptions
Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Bid must provide hardware specifications where hardware is offered.

Terms of Payment
Terms of payment shall be Net Thirty (30) Days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be bid. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Initials_____

Contract Term
Award will be made to the lowest and best bid meeting specifications. Renewal shall be subject to approval by Brazoria County Commissioners Court each period. Once renewal option is exhausted, the Contract must be re-bid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Pricing / Delivery
All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the bid/proposal. Bidder will incur any costs not explicitly included in the bid/proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

Reduction in Price: If during the life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

Price Increase: A price redetermination may be considered by Brazoria County only after six (6) months of the contract period has elapsed, and request for same shall be substantiated in writing addressed to the County Purchasing Director, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Awarded vendor must provide supporting documentation (i.e., increase in manufacturers direct cost, etc.) with request for price increase. The bidder's past history of honoring contracts at the bid/offer price will be an important consideration in the determination of requested price increase. Brazoria County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

Contract Obligations
This bid, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. The selected bidder will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The bidder's response may be incorporated into any Contract which results from this ITB, therefore, bidders are cautioned not to make claims or statements which they are not prepared to commit to contractually. Failure by the bidder to meet such claims will result in a requirement that the bidder provide resources necessary to meet submitted claims and/or breach of Contract.

Initials_____

BRAZORIA COUNTY
STANDARD TERMS AND CONDITIONS

1. **FUNDING**: Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.

2. **DELIVERY**: Items ordered from this bid/offer may require delivery to various locations throughout Brazoria County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the bid/offer price except as noted herein.

3. **AWARD OF CONTRACT**: Brazoria County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.

3.1 Brazoria County hereby notifies Bidder/Respondent that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Respondent becomes indebted to the County during the term of the Contract.

4. **EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.

5. **CONTRACT**: The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.

6. **INTERLOCAL PARTICIPATION**: It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Brazoria County.

6.1 It is further understood, that any other governmental entity that elects to use a Brazoria County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.

7. **DEFAULT OF BIDDER**: If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.

7.1 Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

8. **ADDENDA**: Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be sent to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.

Initials_____

9. **SALES TAX**: Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

10. **ETHICAL CONDUCT**: The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

10.1 The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

11. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS**: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1) Have adequate financial resources, or the ability to obtain such resources as required;
2) Be able to comply with the required or proposed delivery schedule;
3) Have a satisfactory record of performance;
4) Have a satisfactory record of integrity and ethics;
5) Be otherwise qualified and eligible to receive an award.

11.1 Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

12. **REFERENCES**: During an analysis of all bids/offers, Brazoria County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

13. **INSURANCE**: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

14. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

15. **INDEMNIFICATION**: The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

15.1 Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

15.2 Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

Initials_____

16. **THIRD PARTY BENEFICIARY CLAUSE**: It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

17. **PURCHASE ORDERS REQUIRED**: All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.

18. **TESTING**: All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.

19. **WAGES**: Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.

20. **TERMINATION OF CONTRACT**: This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Director, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.

20.1 In the event of breach or default of this Contract, Brazoria County 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 County.

20.2 In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.

21. **DELIVERY OF NOTICES**: Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

22. **DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

23. **HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.

24. **PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.

25. **CONTRACTOR'S LIABILITY**: The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

Initials_____

25.1 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injurin an acceptable manner.

26. DEFECTIVE MATERIALS: Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

27. WARRANTY: Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached. Respondent must provide all warranty terms and conditions in response package.

28. ASSIGNMENT: Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.

29. GOVERNING LAW: Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. All disputes arising out of this agreement will be resolved in Brazoria County, Texas.

All documents are subject to the Public Information Act requirements.

30. DRAWINGS: All plans and specifications are hereby attached and made a part of this Contract.

31. RIGHT TO AUDIT: At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.

32. BID BOND: ***If marked on the "Invitation to Bid Package Checklist" as an applicable component***, all respondents must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds $100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the respondent will enter into a contract with Brazoria County (as outlined in the Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)

33. PERFORMANCE AND PAYMENT BONDS: (Public Works Contract or as Required by Commissioner's Court) ***If marked on the "Invitation to Bid Package Checklist" as an applicable component*** , in the event the total accepted bid/proposal price exceeds $25,000 the successful respondent must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds $100,000 the successful respondent must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the respondent. In the event Brazoria County rejects the proposed surety company, the respondent will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (*See Package Checklist.*)

Initials_____

34. APPLICABLE LAW: All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

35. COMPLIANCE WITH APPLICABLE LAWS: Respondent shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by respondent hereunder or which in any manner affect this Contract.

36. FORCE MAJEURE: Neither the County nor the successful respondent shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordnance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

37. SEVERABILITY: If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

38. QUANTITIES: Brazoria County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

38.1 Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

39. PURCHASE FROM OTHER SOURCES: Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the respondent and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials_____

BRAZORIA COUNTY
BIDDER/RESPONDENT'S AFFIRMATION

ITB #16-74 HVAC PARTS AND SUPPLIES

This sheet must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Respondent affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or Director to any other person engaged in this type of business prior to the official opening of this bid/offer.

2. Bidder/Respondent hereby assigns to purchaser any an all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Respondent, hereby affirms that Bidder/Respondent:
(Please check all that are applicable)

_____ Does not own taxable property in Brazoria County.

_____ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

****
If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.
****

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _ _____

Signature of Company Official
Authorizing the Bid/Offer _____Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

BRAZORIA COUNTY
BIDDER/RESPONDENT'S SDNs/BLOCKED PERSONS AFFIRMATION

ITB #16-74 HVAC PARTS AND SUPPLIES

This sheet must be completed, signed, and returned by Bidder/Respondent

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD NOTIFICATION MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Pursuant to §2155.077 of the Texas Government Code and subject to Brazoria County Court Order No19 of August 9, 2005, Bidder/Respondent, hereby affirms that Bidder/Respondent:
(Please check all that are applicable)

   _____ Is not excluded from doing business at the federal level.

   _____ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

****
If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.
****

Bidder/Respondent Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _ _____

Signature of Company Official
Authorizing the Bid/Offer _____Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

Title VI and Related Statues
Nondiscrimination Statement

Brazoria County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.S. § 2000d-3), color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

Titulo VI y Estatutos Relacionados
Declaration de No Discrimacion

Brazoria County, como beneficiario de la asistencia financiera federal y según el Título VI de la Ley de Derechos Civiles de 1964 y los estatutos relacionados, asegura que ninguna persona será excluida por motivos de raza, religión (donde el objetivo principal de la ayuda financiera es proporcionar empleo por 42 USS § 2000d-3), color, origen nacional, sexo, edad o discapacidad de participacion en, o negado los beneficios de, ni será sujeto a discriminación bajo ningún programa o las actividades del Departamento.

L.M. "MATT" SEBESTA, JR.
COUNTY JUDGE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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

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

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

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

4

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

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT**

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

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

To be completed by awarded vendor at the time of signed contract submittal.

Chapter 46. Disclosure of Interested Parties
(effective December 24, 2015)
Text of Adopted Rule

The adopted new language is indicated by underlined text.

Chapter 46. DISCLOSURE OF INTERESTED PARTIES

§46.1. Application

(a) This chapter applies to section 2252.908 of the Government Code.

(b) Section 2252.908 of the Government Code applies only to a contract of a governmental entity or state agency entered into after December 31, 2015, that meets either of the following conditions:

(1) The contract requires an action or vote by the governing body of the entity or agency; or

(2) The value of the contract is at least $1 million.

(c) A contract does not require an action or vote by the governing body of a governmental entity or state agency if:

(1) The governing body has legal authority to delegate to its staff the authority to execute the contract;

(2) The governing body has delegated to its staff the authority to execute the contract; and

(3) The governing body does not participate in the selection of the business entity with which the contract is entered into.

§46.3. Definitions

(a) "Contract" includes an amended, extended, or renewed contract.

(b)"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(c)"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

(d)"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

(e)"Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity.

§46.5. Disclosure of Interested Parties Form

(a) A disclosure of interested parties form required by section 2252.908 of the Government Code must be filed on an electronic form prescribed by the commission that contains the following:

(1) The name of the business entity filing the form and the city, state, and country of the business entity's place of business;

(2) The name of the governmental entity or state agency that is a party to the contract for which the form is being filed;

(3) The name of each interested party and the city, state, and country of the place of business of each interested party;

(4) The identification number used by the governmental entity or state agency to track or identify the contract for which the form is being filed and a short description of the goods or services used by the governmental entity or state agency provided under the contract; and

(5) An indication of whether each interested party has a controlling interest in the business entity, is an intermediary in the contract for which the disclosure is being filed, or both.

(b) The certification of filing and the completed disclosure of interested parties form generated by the commission's electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted to the governmental entity or state agency that is the party to the contract for which the form is being filed

(c) A governmental entity or state agency that receives a completed disclosure of interested parties form and certification of filing shall notify the commission, in an electronic format prescribed by the commission, of the receipt of those documents not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract.

(d) The commission shall make each disclosure of interested parties form filed with the commission under section 2252.908(f) of the Government Code available to the public on the commission's Internet website not later than the seventh business day after the date the commission receives the notice required under subsection (c) of this section.

INSURANCE REQUIREMENTS FOR STANDARD PURCHASES CONTRACTS

The following requirements and specifications shall be in addition to the other requirements contained herein and shall supersede the other requirements where applicable.

INSURANCE: Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance together with a receipt showing the time period for which premium has been paid, from an approved insurance carrier for the coverage indicated below.

A. FOR STANDARD PURCHASES CONTRACTS, THE FOLLOWING COVERAGES ARE REQUIRED:

1. Statutory workers compensation in accordance with the State of Texas requirements.

2. Comprehensive general liability including owners and contractors protective liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
a. Premises and product liability	$300,000	$300,000
b. Aggregate policy limits	$300,000	

3. Comprehensive automobile and truck liability insurance (covering owned, hired and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
a. Bodily injury (including death)	$300,000	$300,000
b. Property damage	$300,000	$300,000
c. Aggregate policy limits	$300,000	

All policies must provide, by endorsement to the policy, that thirty (30) days prior written notice of cancellation or material change in coverage be given to the Purchasing Agent of Brazoria County. Such insurance when accepted by the County in writing will become acceptable and shall remain unmodified until final acceptance of the work. Coverage provided must be on an occurrence basis.

No policy submitted shall be subject to limitations, conditions, or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the successful bidder. The decision of Brazoria County thereon is final.

All policies shall be written through a company duly entered and authorized to transact that class of insurance in the State of Texas.

Neither approval by Brazoria County of any insurance supplied by the successful bidder, nor a failure to disapprove that insurance, shall relieve the successful bidder of full responsibility of liability, damages and accidents as set forth herein.

No additional payment shall be made for any insurance that the successful bidder may be required to carry.

Initials_____

BRAZORIA COUNTY
RETURN LABEL

*****LATE BIDS CANNOT BE ACCEPTED*****

SEALED INVITATION TO BID

ITB#:	16-74
OPENING DATE:	FRIDAY, JULY 29, 2016
OPENING TIME:	2:00 P.M. LOCAL TIME
ITB DESCRIPTION:	16-74 HVAC PARTS AND SUPPLIES
RETURN OFFER TO:	**PHYSICAL ADDRESS:** COUNTY PURCHASING DIRECTOR BRAZORIA COUNTY PURCHASING COURTHOUSE WEST ANNEX 451 N. VELASCO STREET, SUITE 100 ANGLETON, TEXAS 77515

DATED MATERIAL – DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP ENSURE PROPER DELIVERY!

VENDOR MUST RETURN **ONE (1) ORIGINAL AND ONE (1) COMPLETE COPY** OF THE BID DOCUMENTS

*****LATE BIDS CANNOT BE ACCEPTED*****