



HARRIS COUNTY BID COVER SHEET

Job No.
16/0061

BID FOR: Scanning Electron Microscope (SEM) for the Harris County Institute of Forensic Sciences (Beginning on or about May 1, 2016 and ending twelve months thereafter)

DUE DATE: Monday, March 21, 2016

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: **HARRIS COUNTY PURCHASING AGENT**
1001 PRESTON AVENUE, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Margaret Bailey @ 713-274-4402 or margaret.bailey@pur.hctx.net

Total Amount of Bid: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____ e-mail: _____

Do you carry Health Insurance on your employees? ____ Yes ____ No If yes, what % of employees: ____%

How did you hear of this job? ☐ Newspaper ☐ Other

Signature: _____ Print Name: _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: _____
HARRIS COUNTY JUDGE ED EMMETT

Date: _____

INTENT TO RESPOND

DATE: _____

TO: Margaret Bailey at 713-274-4402, margaret.bailey@pur.hctx.net or fax to:

713-437-4112

FROM: _____

Name and Phone Number

Company Name

Street Address

City, State, Zip)

RE: Vendor's intent to respond to Job No. 16/0061 for Scanning Electron Microscope (SEM) for the Harris County Institute of Forensic Sciences

In order that Harris County may assess potential vendor's interest in this job, please check one of the statements below and email to margaret.bailey@pur.hctx.net or fax form to 713-437-4112, prior to the deadline of this RFP. Thank you.

Our company intends to respond to this job _____

Our company declines to respond to this job _____

Optional: Reason for declining _____

Declining to respond will not eliminate the vendor from future consideration to jobs with Harris County.

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item **is not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 6. **Attachments**
 - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - _____ b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - _____ c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - _____ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - _____ f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - _____ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - X h. **Reference Sheet** - When references are required, you must use this form.
 - _____ i. **HIPAA Requirements**
 - _____ j. **Other** - From time to time other attachments may be included.

GENERAL REQUIREMENTS FOR BIDS

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

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package**.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any

Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, ***the bid must be submitted in hard copy*** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris 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. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify, defend, and hold Harris County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure

and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package **as published** shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

SPECIFICATIONS

Scanning Electron Microscope (SEM) for the Harris County Institute of Forensic Sciences

SCOPE

Harris County is seeking bids from qualified vendors to furnish, deliver FOB inside and install a variable pressure Scanning Electron Microscope (SEM) with an Ametek EDAX EDS System for the Harris County Institute of Forensic Sciences (IFS) at 1885 Old Spanish Trail, Houston, TX 77054. The price quoted must be all inclusive of shipping, delivery, installation, training and a one-year warranty.

Vendors are encouraged to review entire bid solicitation upon receipt. All questions regarding this bid solicitation must be in writing and may be sent by email to margaret.bailey@pur.hctx.net or by fax to 713-437-4112, Attention: Margaret Bailey, before 2:00 p.m. local time in Houston on March 11, 2016.

RENEWAL OPTIONS (MAINTENANCE AND SUPPORT ONLY)

Harris County may consider four (4) one-year renewal options, renewable one year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

NO CONFIDENTIALITY OF BIDS

Once opened, bids are public record. There are no exceptions. When submitting a bid, vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Margaret Bailey immediately at margaret.bailey@pur.hctx.net.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response. A copy of the notarized form must be returned with response.

REFERENCES

Vendor must provide a minimum of three (3) references using Attachment h from companies for whom vendor has provided similar equipment and services in the past twelve months as a demonstration of vendor's prior experience. References provided must be current and verifiable. Harris County will conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the bid submitted.

ACCEPTANCE OF EQUIPMENT

Harris County reserves the right to test equipment for quality and performance after the delivery and installation of the equipment. Harris County may require completion of an acceptance test after the delivery and installation of the equipment. The acceptance test will start on the date that Harris County receives a written notice from the vendor that the equipment has been delivered, installed and is ready for use. The equipment must perform in accordance with all requirements and specifications and meet the needs of the end user during a period of thirty (30) consecutive days. The equipment is subject to rejection if it fails to meet these requirements.

SPECIFICATIONS – (CONTINUED)

INSTALLATION

All goods and/or services shall be provided FOB inside delivery, installed and be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for delivery, testing, training and any other cost incurred to produce the desired results. No separate line item charges for these will be accepted.

Vendor installation must be accomplished with minimal disruption to the operation of the IFS and must be accomplished to the sole satisfaction of Harris County. Vendor must furnish all labor and materials necessary to install the equipment, including any environmental equipment needed for complete operation. Vendor must adhere to all Harris County regulations regarding the use of tools for installing equipment.

The IFS will install any required 110/120 or 220/240 (or electrical) receptacles and exhaust removal for the SEM.

Vendor shall provide familiarization at installation for all items.

REQUIREMENTS

Vendor shall furnish, deliver, test and install a SEM with an Ametek EDAX EDS system that will be used to examine the characterization surface of solid materials at the molecular level. The SEM shall have the capability of generating high-resolution images of shapes and objects and to show spatial variations in chemical compositions; in addition to identifying phases based on qualitative chemical analysis and/or crystalline structure. Additional features include precise measurement of very small features and objects down to 10 nm in size and capable of examining microfabric orientation in many materials.

The Manufacturer/Model that will be used as the product for comparison is the Hitachi SU3500 variable pressure Scanning Electron Microscope with Ametek (Material Analysis Division) EDAX EDS system. **The Manufacturer/Model is for the purpose of comparison only, and is not the only product that is acceptable.** It is recognized that the available product from various manufacturers have certain basic components which are somewhat similar, but beyond that, have variances in features, capabilities and standard accessories, which are unique to their system. Any and all variations from the specifications listed herein and on the pricing and delivery sheet shall be noted by the bidder and described in a narrative report. Descriptive literature must be submitted with bid.

If equipment other than the item specified is bid, Harris County reserves the right to evaluate the equipment for ninety (90) days after successful installation, at no expense to Harris County. As long as the equipment bid is equal to or better than the item specified, it will be considered; however, the final decision as to whether or not the equipment bid is equal to or better than the equipment listed will lie solely at the discretion of Harris County. Pricing will not be the only factor analyzed. The final decision for award will be based on the best and lowest priced equipment suited for the IFS.

The vendor shall note and describe any and all variations from the specifications on the PRICING/DELIVERY INFORMATION page and provide descriptive literature for the product offered.

The following specifications are intended as guidelines only. They are indicative of the type and class of equipment desired and are in no way intended to be exclusionary.

Hitachi SU3500 SEM Specifications

- Secondary electron resolution of the instrument while operating in high vacuum mode must be 3.0nm or better at 30kV and 7.0nm or better at 3kV.

SPECIFICATIONS – (CONTINUED)

- Backscattered Electron Detector (BSED) resolution of the instrument while operating in high vacuum mode must be 10.0 nm or better at 5kV.
- Resolution of the instrument while in variable pressure mode must be 4.0nm or better at 30kV.
- SEM must have at least 1171 selections of accelerating voltage. The accelerating voltage shall be adjustable in 10V, 100V or 1000V increments from 300V to 9.99kV and 100V or 1000V from 10kV to 30kV, respectively.
- A minimum of 143 steps in magnification must be available over a range of 5X to 300,000X.
- The electron gun circuitry must specifically include six bias circuits at 1.5kV, 3kV, 5kV, 10kV, 15kV and 30kV for optimized probe current.
- An Everhart-Thornley SE detector and an integrated SE bias Accelerator Plate must be included as standard.
- SEM must have a variable pressure range 6Pa to 650Pa. All valves must be “pneumatic” type, not servo mechanical and be controlled via the GUI. The system should not require any physical removal of apertures or changing of detectors to improve imaging performance. The use of variable pressure cannot limit the basic operating parameters such as selectable magnification or accelerating voltage ranges (i.e.: the same range of magnification must be selectable, regardless of vacuum mode).
- A Variable-Pressure Detector for SE comparable imaging must be available. The detector must be able to function under all low vacuum conditions from 6Pa to 650Pa at the same collection efficiency and utilize Photon emission and not ionization events.
- Real time 3D stereoscopic image observation capability must be available.
- “Auto Start” function must be provided as standard and should not exceed 30 seconds to complete
- Real time multi-signal processing and display capability must be supplied as standard.
- A 5-segment solid-state Backscattered Electron Detector (BSED) must be supplied as standard and offer true TV scan rates. This BSED must also be retractable during the imaging session with HV on and not a fixed type of detector permanently attached to the objective lens.
- SEM column must incorporate a “column liner” for ease of replacing the condenser apertures. Old type “column O-ring stack” technology is not acceptable.
- The instrument's auto-functions (for brightness and contrast, focus, and stigma, gun alignment, filament saturation and aperture alignment) must operate in both the HV and LV modes and should not exceed 10 seconds to complete.
- The microscope must provide as standard, completely automated filament saturation function and available in both the high vacuum and variable pressure modes.
- The stage must include full 5-axis computer eucentric (X, Y, Z, R and T) motorization with an X/Y traverse of 100mm x 50mm and a tilt range of –20 to 90 degrees tilt. The stage shall be mounted on the chamber door with rails and slide away from the SEM chamber for easy access. The stage must be computer controlled and computer eucentric in both tilt and rotation.

SPECIFICATIONS – (CONTINUED)

- Three (3) high angle take-off ports for EDS and/or WDS must focus the detector at an angle of 35 degrees and an analytical working distance of 10mm. The SEM chamber must provide a port below the EDS port for EBSP detector. All these analytical capabilities must have a line-of-sight to the sample allowing them to all operate simultaneously with each other. The chamber must have 14 ports available for application specific capabilities.
- The chamber must accommodate an 8” diameter specimen and up to 80mm tall. The stage needs to be mounted on the chamber door allowing operators to mount samples onto the SEM stage without reaching into the SEM chamber.
- A 5-position variable objective click-stop aperture “strip” assembly must be standard and adjustable from outside of the vacuum. Alignment of the beam and objective aperture shall be accomplished by a “No Touch” column alignment function that is activated by the single click of a button located in the SEM GUI. A three position aperture is not desirable.
- SEM must require only one (1) high-speed rotary pump for efficient evacuation of the high vacuum pump and control of the chamber pressure while operating in the variable pressure mode.
- The high vacuum pump must be a Turbo Molecular Pump (TMP) for fast and efficient system evacuation. System evacuation between sample exchanges shall not exceed ~90 seconds. Initial system startup must not exceed 6 minutes.
- Whenever a live image is not being displayed on the viewing screen, the SEM must automatically deflect the electron beam (beam blanking) away from the specimen.
- The electron optics must allow an electrical image shift of ± 50 microns at the standard analytical working distance of 10mm.
- The software must incorporate an “auto Beam Setting Mode” that automatically:
 - Sets the filament saturation level
 - Aligns the gun
 - Sets the bias so that the user does not need to perform any manual gun or column alignments after a filament change
- SEM must include an “Image Navigator” function that captures a low magnification reference image that is used in conjunction with the mouse to direct the stage to desired positions.
- SEM must also include software that allows a light microscope (optical) image to be imported into the system for correlative microscopy, where that image can then be used to navigate the sample by simply clicking on any area of the optical image.
- The majority of the SEM’s electronic and metal components shall be sole sourced from the SEM manufacturer to ensure quality control of the SEM components.
- A water re-circulator **must not** be required.

SPECIFICATIONS – (CONTINUED)

- SEM must be capable of easy shift from high vacuum to low vacuum by simple mouse click.
- Capable of HEX bias for improved low kv imaging to improve signal-to-noise ratio by producing higher quality image.
- Real-time live 3D imaging.
- Wide pressure range of 6-650Pa.
- Large specimen chamber.
- Ultra variable pressure detector.
- Multi holder for 29 pin stubs.
- Accommodate up to 29 standard 12.7mm pin stub with 3.2mm pin.

Computer Specification

- Base Unit – HP Z230/CT Workstation.
- Microsoft® Windows® 7 Professional 32bit (SP1).
- CPU, Intel® Xeon™ E3-1225 v3 Processor (3.2GHz, 8MB 1600MHz) or Intel® Xeon™ E3-1226 v3 Processor (3.3GHz 8MB 1600MHz).
- Chip set, Intel® C226 chip set.
- Memory, 8GB (4GB×2) (DDR3-1600 ECC) (Standard).
- HD, 500 GB (Serial ATA/600) (Partition of divided into C:250GB and D:250GB.Both of C and D is NTFS format).
- Optics drive: 16X SATA Super-Multi Drive (Slim Line).
- FDD : Not mounted.
- Graphics, NVIDIA® Quadro K600 (DVI-I, DisplayPort) or NVIDIA® Quadro K620 (DVI-I, DisplayPort).
- Display graphic mode: 1,920×1,200 pixel True Color (approx.16.77M colors).
- SEM image display: 800×600 pixel (standard display):
 - 1,440 X 600 pixel (Dual display)
 - 1,280 X 960 pixel (Full screen display)

Other

- Size: approx.: 170×442×399 mm, approx. 11.8 kg (vertical).
- Interface: serial×1, USB2.0×6(Front1, back4), USB3.0×4(Front2, back2).

SPECIFICATIONS – (CONTINUED)

- Ethernet I/F: Gigabit Ethernet Controller (10base-T / 100base-TX compatible, RJ-45 (8 pins) connector).
- Keyboard: USB Keyboard.
- Mouse: USB Optical scroll mouse.
- Two (2) 24" NEC flat panel LCD display.

Ametek EDAX EDS System Specifications

- Octane Elite Silicone Drift detector with Nitride window.
- TEAM EDS Enhanced software.
- Silicon drift detector (SDD) to provide low energy performance.
- Genesis GSR particle software package.
- Two (2) additional off-line TEAM software licenses with Genesis GSR software packages.
- One (1) live and one (1) off-line TEAM software licenses provided Genesis GSR software provided with the main EDAX EDS system.
- CUBE Technology-based electronics for fastest EDS processing.
- Silicon Nitride Windows for element detection down to Beryllium (Be).
- Liquid Nitrogen-free.
- Octane Elite sensor area 25 mm².
- Smart drift correction preserves the correct shape of features and enables viewing of final detail.
- Reporting software permits report template customization.
- Beam control and data acquisition package provide digital control of the electron microscope beam and acquisition of up to two simultaneous video signals with 16bit resolution.
- Stage software enables control of microscope stage (X,Y and Z axis) through EDAX software.
- Column software enables control of reading and changing of electron microscope column parameters through EDAX software.

SDD Performance (Octane Elite and Element)

- Silicon nitride window which permits greater transmission of low energy x-rays.
- Full vacuum inside detector module to increase low energy x-ray detection.
- Hexagonal support grid with lesser blockage compared to horizontal or vertical grid.
- CUBE Electronics.
- AIL to AIK peak height ratio of 1:1 at 2.5 kV on Al stub.

SPECIFICATIONS – (CONTINUED)

Resolution Stability >90% at 200 kcps

- Allows collection of high quality data at all count rates.
- Maintains peak resolution and separation even at fast conditions.
- Collection of low element, carbon peaks, possible at >500K CPS.

High Efficiency Electronics

- Provides the fastest data collection, by minimizing dead time at high count rates.
- Fastest process time of 0.12 us.
- Process 3x the input counts of typical SDDs.
- 7 User selectable process times from 120 ns to 7.68 us.
- Two (2) eV/channel settings – 5 and 10 ev/chl.

5 level fast discriminators

- Improves pile up rejection and reduces sum peaks, peak feet and valleys.
- Allows discriminators at all count rates and processing times.
- Can collect $C > 500$ KCPS.

Automated detector parameter diagnostics with system optimization

- Continuously monitors conditions and alerts user of changes in the column and detector.
- EDS Parameters automatically optimized.

Real Time display of Input CPS, Output CPS, Process time and Detector Resolution on main GUI

- Improves speed of analysis by allowing the user to select the optimal process time and maximize throughput.
- Improves speed of analysis by allowing user to map a highest speed at necessary resolution.
- Preserves data quality and prevents poor data due to loss of resolution.
- Easy view of detector efficiency (conversion of input to output CPS and dead time).
- Quick visual of trade-off between speed and quality (output and resolution).
- Alerts when parameters are outside recommended conditions.
- Improves speed of analysis by optimizing collection parameters.

Expandable panels accessible through "Hovering"

- Maximizes display area for analysis.
- Provides quick access to all features

Spectrum Collection

- Spectrum Collection is possible without image collection and can use the SEM beam location.

SPECIFICATIONS – (CONTINUED)

- Spectra can be exported as MS compatible images with one click.
- Survey mode allows quick collection throughout field of view, changing areas with one click, and element edits and quant graphs in live time.

Automated Phase Mapping

- Phase Maps created with no user input.
- Interactive during collection.
- Phase selection is based directly on spectral peak information, not images.
- Phases can be matched from the very first frame, even without any elemental maps present.
- Phase designation is not based on elemental images and therefore is not dependent on the element map's image intensity.
- Ability to lock auto or manual phase designations or add phases to user locked phases.
- Ability to store phases, edit colors and save to a phase library which can be used for subsequent maps.
- Ability to combine phases or rebuild based on spectral information post- processing.
- Uses patent pending spectrum aggregate algorithm to maximize the phase solutions from the first frame, even at high resolution or low counts.

Drift Correction

- Automatically and dynamically corrects sample drift.

CPS Mapping

- Displays count rate intensity at every pixel. Allows the use a unique view of map data and to allow correction for variations in count rates due to topography and x-ray excitation.

Interactive Pie Chart Display of phases and elements and their associated spectra during phase mapping

- Allows users to study complex samples during collection with graphical display of phase and element display.
- Edit element list which automatically updates the phase map in live time.
- Deconvolution of overlapping element maps during collection.
- Multiple element maps can be overlain at once and toggled on and off.
- Ability to view an element from only pixels matching a certain phase which are automatically scaled to full display to visualize even discreet elements.

Selectable Quant routines including algorithm for thin materials

- User can select ideal methods to optimize quant for particles, rough surfaces, fracture, etc.

SPECIFICATIONS – (CONTINUED)

- Quant model is based on the Cliff-Lorimer method for fast and accurate analysis. User has flexibility to work with standards and determine their own Cliff-Lorimer factors and theoretical models.
- TEM Absorption and Fluorescence correction are user selectable, mass absorption coefficient can be used to determine if necessary.
- Density and thickness of the material can be entered to increase accuracy of background fit and quant results.

Carbon Coating Correction

- Increased accuracy of quant results, even when there is a carbon coating.
- Removes the carbon from the quant results.
- Can calculate the thickness of the carbon coating.

Overlay up to 15 Spectra

- Ability to combine multiple spectra for review.
- Multi-quant data can be directly saved as excel or csv format.

Line Scan with width selector

- Flexibility to select preset options or customize the line scan resolution for desired length and width.
- Automatic switch from um to nm at higher mags.

Data Handling and Export

- Point Analysis Spectra, Images, Maps and Linescans automatically saved to project panel.

Additional Requirements

- Modify Element List to rebuild maps.
- Extract spectra using free hand draw and histogram tool.

Ametek EDAX EDS Computer Specifications

- HP Z230 Tower Workstation Z1 Analyzer (PC) i7 processor.
- Intel i7-4790 3.6 Ghz 8M GT2 4C CPU.
- 16 GB DD3 – 1600 Necc (2X8 GB) RAM
- Slim SuperMulti DVDRW SATA.
- Quad core 3.4 Ghz.
- Windows 7 Professional 64bit OS US.
- Home and business Office 2013.
- 4 REAR, 2FRONT.
- 2 REAR, 2 FRONT.

SPECIFICATIONS – (CONTINUED)

- 1-DVI, 2-Display Port.
- 400W.

Installation and Training

- A minimum of two (2) days installation and familiarization during installation
- Three (3) days on-site training by certified application engineer. The training date and time must be designated by IFS at two (2) various intervals; one (1) two (2) day training and one (1) day training.

Note: the (2) two days of training will consist of EDS and GSR hardware/software training for up to four (4) people.

Hitachi Installation and Training

- A minimum of two (2) days installation and familiarization during installation.
- Three (3) days on-site training by certified Hitachi application engineer. The training date and time shall be designated by IFS at two (2) various intervals of two (2) days and one (1) day each.

Ametek EDAX RS installation and Training

- A minimum of two (2) days installation and familiarization during installation.
- Two (2) days on-site training for up to four (4) people on EDS and GSR hardware/software, by application engineer.

INSTRUMENT RE-LOCATION

Hitachi Electron Microscope and/or Ametek EDAX must be uninstalled, along with the Hitachi SEM and EDAX detector and relocated, from 1885 Old Spanish Trail, Houston, TX 77054 to 1861 Old Spanish Trail, Houston, TX 77054, at a designated time and date, which will be set by IFS.

Upon re-installation, the instrument must meet the original manufacturer's specifications within 14 days of re-location. Vendor shall be responsible for any damages that might occur during transportation of the instrument to the 1861 Old Spanish Trail location. If the instrument (Hitachi SU3500 with EDAX EDS system) cannot meet the manufacturer's specifications within 30 days of re-location, the vendor is liable for the repairs including and up to replacement of the original instrument.

WARRANTY

Warranty shall be for a minimum of thirty-six (36) months beginning with the date the SEM is installed and accepted by IFS. Instrument shall include one year parts, labor and service travel. A minimum 36-month warranty on all equipment, parts and labor must be part of the price and must be so stated in the vendor's response.

Hitachi Warranty

Warranty shall be for a minimum of thirty-six (36) months for parts and repairs, after successful installation and acceptance of the SEM by IFS.

Ametak Warranty

Warranty shall be for a minimum of twelve (12) months for parts and repairs, after successful installation and acceptance by IFS.

PRICING/DELIVERY INFORMATION

The price quoted must be all inclusive of shipping, delivery, installation and training with a minimum one-year warranty. Harris County advises that only the prices shown and confirmed by purchase order will be paid. Indicate the Brand Name, Model No. of the equipment offered, in the space below.

Description

Unit Price

Total Price

| | | |
|-----------------|----------|----------|
| _____ | \$ _____ | \$ _____ |
| Brand/Model No. | | |

12-month warranty, as required, include in price: _____ Yes _____ No

Annual Maintenance (after first year of purchase): \$ _____ per month

DELIVERY WITHIN _____ DAYS FROM RECEIPT OF PURCHASE ORDER

Variations from Specifications

List any variations from Specifications. A separate sheet may be used.

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MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

REFERENCES

Reference #1

Organization Name: _____
Contact Name/Telephone No.: _____
Address: _____

Services provided: _____

Reference #2

Organization Name: _____
Contact Name/Telephone No.: _____
Address: _____

Services provided: _____

Reference #3

Organization Name: _____
Contact Name/Telephone No.: _____
Address: _____

Services provided: _____

REFERENCES – (CONTINUED)

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____
