

Solicitation 2211-002-BH

Visual Artists or Artist Team for Ronald Earle Building

Bid Designation: Public



Travis County

Bid 2211-002-BH

Visual Artists or Artist Team for Ronald Earle Building

Bid Number	2211-002-BH
Bid Title	Visual Artists or Artist Team for Ronald Earle Building
Bid Start Date	Nov 14, 2022 10:55:36 AM CST
Bid End Date	Jan 4, 2023 2:00:00 PM CST
Question & Answer End Date	Dec 13, 2022 4:00:00 PM CST
Bid Contact	Brandon Hoffman 512-854-9700 brandon.hoffman@traviscountytexas.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Pre-Bid Conference	Nov 30, 2022 10:00:00 AM CST Attendance is optional Location: The Optional Pre-Response Walk-Through will be held at the Ronald Earle Building (REB) located at: 416 West 11th Street Austin, Texas 78701
Standard Disclaimer	For information related to this solicitation, the respondent shall not contact anyone at Travis County other than those persons listed as the Point of Contact. Any other contact may disqualify the response from consideration for award. Individuals or entities intending to respond to this solicitation and any person acting on behalf of them are prohibited from contacting individual members of the Travis County Commissioners Court or their staff or User Department staff about this solicitation. Any such contact may disqualify the response from consideration for award.
Bid Comments	You are invited to submit your Proposals in accordance with the instructions in this Quick Quote (QQ), 2211-002-BH for Visual Artists or Artist Team for Ronald Earle Building. An optional Pre Bid Walk Through will be held November 30, 2022 at 10am. The Walk Through will be at the Ronald Earle Building, 416 W. 11th Street Austin, TX 78701 An additional Viewing Period will take place the week of December 5th - 9th, 2022. Further information may be obtained by calling the Purchasing Office at (512) 854-9700. Bonnie S. Floyd, MBA, CPPO, CPPB Purchasing Agent

Item Response Form

Item **2211-002-BH-01-01 - VISUAL ARTISTS OR ARTIST TEAM FOR RONALD EARLE BUILDING: VISUAL ARTISTS OR ARTIST TEAM FOR RONALD EARLE BUILDING**

Quantity **1 base bid**

Unit Price

Delivery Location **Travis County**

Ronald Earle Building

416 W. 11th St.

Austin TX 78701

Qty 1

Expected Expenditure \$10,000.00

Description

Bid will be negotiated with qualified bidder

VISUAL ARTISTS OR ARTIST TEAM FOR RONALD EARLE BUILDING

SCOPE OF SERVICES

The Travis County District Attorney's Office (TCDA) seeks to commission a visual artist, or artist team, to design and fabricate a work of art for the Ronald Earle Building (REB) located at 416 West 11th Street, Austin, Texas, 78701. Artists are invited to submit proposals, including responding to each of the questions required by the evaluation team.

The budget for this project has been allocated to address stipulations in the settlement agreement resolving a lawsuit in the U.S. District Court for the Western District of Texas styled *Smith et al v. City of Austin, et. al.*, Case No. 1:18-cv-505-LY.

The settlement agreement stipulates that TCDA create a "physical space or other visible honor/remembrance for Plaintiffs and other sexual assault survivors."

The evaluation team, which consists of County staff and a community advisory board, is open to a wide range of ideas to be proposed by respondent(s). The evaluation team encourages artists to submit proposals that will become a lasting and meaningful space in the REB for years to come.

The artist will be responsible for conceptualizing a piece that allows for survivors from the community to contribute to it as a collective work during a live community event. The respondent must outline the location of the final art piece in the REB (**see Attachment 1**). The respondent should explain how they will encourage survivors to participate in the creation of the art at the live event. The respondent's concept should also incorporate how the artist or artist team will shepherd survivors from the community through the creation of the final art piece. The specific location, time, and date of the live event to be determined after award.

The project team prefers but is not limited to responses from professional visual artists or artist teams. Artists who have been personally impacted by sexual violence are encouraged to apply.

Each response must include answers to the questions in **Attachment 2**.

The selected visual artist or artist team must carry insurance and provide a certificate of insurance (COI) to Travis County prior to commencing work on-site. See **Attachment 3** for required insurance coverage.

The evaluation team has the option to interview the respondents for further information.

Attachment 1

Options for Location of Remembrance Space

Ronald Earle Building
416 W 11th Street, Austin, TX 78701



Approximate dimensions of garden box: 40' long, 8' 6" wide



Approximate dimensions: 5' 3" tall, 9' 6" wide



Approximate dimensions: 5' 8" tall, 9' 6" wide



Approximate dimensions of brick wall: 7' 6" tall, 20' 6" wide



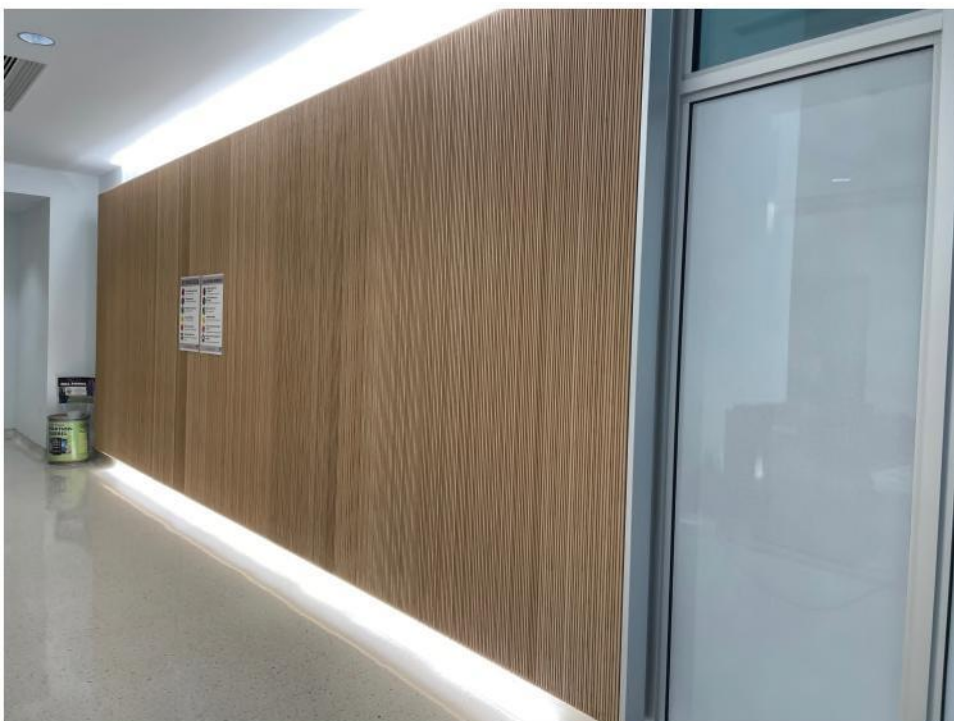
Approximate dimensions of brick wall: 7' 6" tall, 3' 6" wide



Approximate dimensions of white wall: 9' tall, 15' wide



Approximate dimensions of brick wall: 7' 6" tall, 15' 6" wide



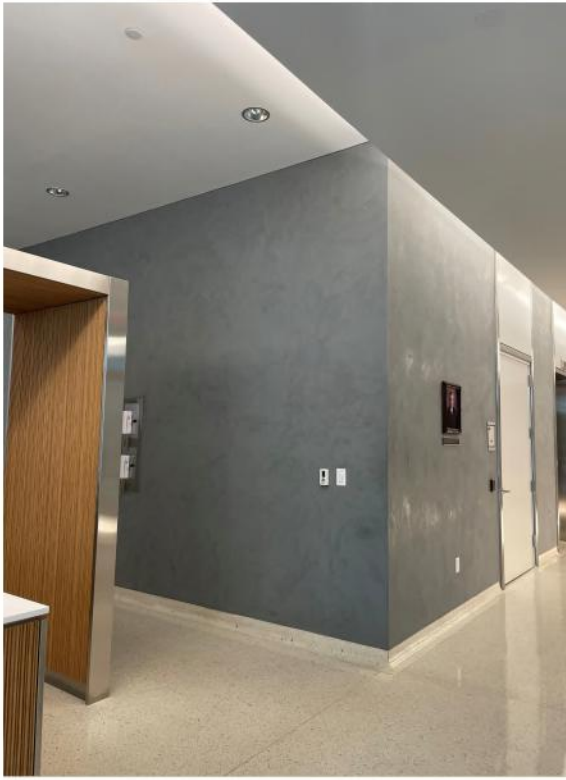
Approximate dimensions of wood-paneled wall: 9' tall, 25' wide



Approximate dimensions of white wall to right of wooden door: 9' tall, 3' wide
Approximate dimension of white wall perpendicular to door: 9' tall, 6' wide



Approximate dimensions of grey wall to right of elevator panel: 11' tall, 3' 6" wide
Approximate dimension of grey wall to left of elevator panel: 11' tall, 3' 6" wide



Approximate dimensions of grey wall perpendicular to elevators: 11' tall, 8' wide

**Attachment 2
Supplemental Questions:**

Please include responses to the below evaluation criteria:

1. What do you envision the final artwork will look like, and how will the impacted community members contribute to the project?

2. Planned location of project in the Ronald Earle Building?

3. Portfolio of past work (e.g. photographs)

Please Add Your Portfolio to BidSync As One (1) Folder. This Can Be Done by Clicking the Add Attachments Tab.

4. How many calendar days will be required for this project?

5. Do you have history working with any municipality, including Travis County?

CONTRACT PROVISION:

5.9 INSURANCE. Contractor shall have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment 2 [Exhibit 1], "Insurance Requirements," may be imposed.

ATTACHMENT 3 [Exhibit 1]**INSURANCE REQUIREMENTS**

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **Contractor and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the **Contractor and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:

\$500,000* per occurrence for coverage A and B with a
\$1,000,000 policy aggregate

2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

C. Business Automobile Liability Insurance†

1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

PURCHASE ORDER (“PO”) TERMS AND CONDITIONS – TRAVIS COUNTY PURCHASING OFFICE

(These terms and conditions do not apply to Delivery Orders issued against existing contracts)

- 1.0 **ACCEPTANCE OF PO.** Seller accepts this Purchase Order by commencing work, by delivering in whole or part any Item to be provided under it or by agreeing to it in writing. By accepting this Purchase Order, Seller agrees to all terms and conditions in it.
- 2.0 **DESCRIPTION OF ITEMS.** Any brand name, catalog or manufacturer's reference used in describing any Item is intended to be restrictive, unless otherwise noted. All Items supplied shall be the latest improved model meeting specifications in production at the time of delivery and shall be delivered completely assembled, adjusted, serviced, and ready for use. Seller warrants that it has adhered to all applicable patents, copyrights, trade or service marks, or other proprietary or intellectual property rights that may exist on Items provided under this PO and Seller indemnifies County against any claims or liability for infringement of those rights arising out of County's use or possession of the Items in accordance with the terms and conditions imposed by Seller on such use or possession.
- 3.0 **VARIATION IN QUANTITY.** County does not permit any variation in the quantity of any Item to be supplied under this PO, unless the variation is stated in this PO and caused by conditions of loading, shipping, packing, or allowances in manufacturing processes.
- 4.0 **DELIVERY.** Seller shall make its best efforts to use recycled boxes, water soluble peanuts, and other environmentally beneficial materials to package Items. Seller shall attach an itemized packing list bearing Delivery, or Purchase Order Number to the outside of every shipping container delivered against this PO. Seller shall deliver all Items Free on Board to final destination, unless otherwise stated in this PO. If the County department receiving Items under this PO does not accept any Items because the Items are not satisfactory, or damaged or do not conform to specifications, Seller is liable for all costs associated with the nonconformance.
- 5.0 **WARRANTY.** County does not waive any implied warranties. In addition, Seller warrants to County that all Items delivered conform to the specifications, drawings, or other descriptions, furnished or incorporated by reference in this PO, and are of merchantable quality, of good workmanship, and free from defects. Seller shall provide copies of applicable warranties, including manufacturers' warranties, to the Purchasing Agent. Seller shall pay for return of defective Items under warranty. Seller certifies that a) it is a qualified, capable, and otherwise eligible business entity, b) it is not in receivership and does not contemplate receivership, c) it has not filed for and is not in a state of bankruptcy, and d) it is not delinquent in paying property taxes to the Travis County Tax Assessor-Collector.
- 6.0 **PAYMENT CONDITIONS.** Before any funds are payable under this PO, Seller shall provide County with an IRS Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the IRS regulations. For determining applicability of payment discounts, time begins upon the later of a) satisfactory delivery and acceptance of items and services or b) submission of an invoice that includes at least the PO number, description of Items*, quantity, unit price, total per Item and total invoice amount. As authorized by Texas Tax Code section 151.309, Seller shall not include any state or local taxes in the price stated in this PO or any invoice. County pays Seller after satisfactory delivery and acceptance of all items and services and after Seller submits an invoice as described in b) above. County does not make partial payments unless payment terms are specifically stated in this PO. Texas Government Code Chapter 2251 (the "Prompt Payment Act") governs interest on overdue payments. If Seller is delinquent in paying property taxes to the Travis County Tax Assessor-Collector at the time of invoicing, Seller assigns any payments due under this PO to the Travis County Tax Assessor-Collector for the delinquent taxes.

*Note: Information reflecting Protected Health Information (PHI) or Personally Identifiable Information (PII) must be properly redacted before submission of an invoice to the Auditor's Office to ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule and other privacy regulations.

Invoices with improperly redacted PHI or PII will not be processed for payment and they will be permanently deleted from our files. For payment to be made, an invoice must be re-submitted. The re-submitted invoice must have all PII/PHI information redacted and appropriately disclosed.

- 7.0 **INFORMATION AND REPORTS.** Seller shall provide all information and reports required by the Regulations or directives issued pursuant to them. Seller shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these Regulations, orders, and instructions. Where any information

required of Seller is in the exclusive possession of another who fails or refuses to furnish this information, Seller shall so certify to County, as appropriate, and shall state what efforts it has made to obtain the information.

8.0 CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

The Seller agrees, during the performance of the services under this PO until, that the Seller shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if the Seller were an entity bound to comply with these laws. The Seller shall not discriminate against any applicant for employment, employee, or other person on the basis of race, color, religion, sexual orientation, gender identity/expression, age, national origin, handicapped condition, or veteran status and shall provide reasonable accommodations for disabilities as required by the Americans with Disabilities Act as amended. In accordance with Title VI of the Civil Rights Act of 1964.

8.1 Compliance with Regulations. Seller shall comply with the requirements relative to nondiscrimination in Federally Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended (the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

8.2 Nondiscrimination. Regarding the work performed by Seller under this PO, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.

8.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Seller for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Seller of the Seller's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

8.4 Sanctions for Noncompliance. If Seller does not comply with the nondiscrimination provisions of this PO, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Seller under the PO until Seller complies, or until cancellation, termination or suspension of the PO, in whole or in part.

8.5 Reporting: The Seller further agrees that the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of the Seller, which the County deems are directly pertinent to the services to be performed under this PO for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Seller shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Seller shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Seller is in the exclusive possession of another who fails or refuses to furnish this information, Seller shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

8.6 Incorporation of Provisions: Seller shall include the provisions of sections 8.0 - 8.7 (regarding nondiscrimination and reporting) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

8.7 During the performance of this Contract, the Seller, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, reasonable steps must be taken to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

9.0 **CERTIFICATION OF ELIGIBILITY.** Seller certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Seller shall include this certification requirement in all subcontracts related to this PO that exceed \$25,000.00.

10.0 **OFFICIALS NOT TO BENEFIT.** Seller shall not provide any employee or official of County any share or portion of this PO, or any benefit that may arise from it. Seller shall not provide any gratuity in any form, including entertainment and gifts, to any County employee, official, buyer, or agent to secure this PO or an amendment to it, or any determination about performance under it. County, at its sole discretion, may rescind or terminate this PO if Seller violates this provision.

11.0 **COVENANT AGAINST CONTINGENT FEES.** Seller warrants that no one, except its bona fide employees and its commercial selling agencies, has been employed or retained to solicit or secure this PO for a commission, percentage, brokerage, or contingent fee. For breach of this warranty, County may, in its sole discretion, terminate this PO without liability or deduct the full amount of the commission, percentage, brokerage, or contingent fee from the PO price, or otherwise recover the full amount.

12.0 **CHANGE OF NAME AGREEMENTS.** If Seller requires a change of name agreement for any reason, Seller shall notify the Purchasing Agent immediately. County does not recognize any change in the Seller's obligations until the Commissioners Court or Purchasing Agent approves the change. Approval modifies this PO to reflect the change.

13.0 **SUCCESSORS AND ASSIGNS.** This PO is binding upon and inures to the benefit of County and Seller and their respective successors, executors, administrators, and assigns. Neither County nor Seller may assign, sublet, or transfer its interest in or obligations under this

PO without the written consent of the other. However, Purchasing Agent will prepare a modification to allow Seller to assign this PO to a company controlling, controlled by, or under common control with Seller or to an entity acquiring substantially all of the assets of Seller, provided Seller guarantees the performance of and causes the assignee to assume in writing all obligations of Seller under this PO.

- 14.0 **FORCE MAJEURE.** If the performance is interrupted or delayed by any occurrence not within the control of the County or Seller, whether caused by an act of God, war, riot, civil commotion, sovereign conduct, natural disaster, or the conduct of any other person, then the interrupted or delayed party is excused from performance for the time reasonably necessary to remedy the effects of the cause of the interruption or delay.
- 15.0 **NON-WAIVER OF DEFAULT.** All rights of County under this PO are specifically reserved and a payment, act, or omission shall not impair or prejudice any remedy or title to County under it. No right or remedy in this PO precludes the exercise of any other right or remedy under it or under any law, except as expressly provided in this PO, and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.
- 16.0 **MEDIATION.** When mediation is acceptable to both County and Seller, they will use a mutually acceptable mediator, or a mediator appointed by a court of competent jurisdiction. Mediation is conducted in compliance with Chapter 154 of the Texas Civil Practice and Remedies Code. Unless both County and Seller are satisfied with the mediated resolution, that resolution is not a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential in compliance with section 154.073 of the Texas Civil Practice and Remedies Code, unless both County and Seller waive the confidentiality in writing.
- 17.0 **ENTIRE AGREEMENT AND MODIFICATION.** This PO contains the entire agreement between the County and Seller relating to the rights granted and the obligations assumed under it. Any prior agreements or representations not expressly stated in this PO are of no force. Only a subsequent modification in writing signed by the Purchasing Agent may change the terms and conditions of this PO. Seller acknowledges that no County official, representative, employee, or agent has any authority, either express or implied, to change this PO, unless the Commissioners Court has expressly granted that person specific authority to do so.
- 18.0 **ORDER OF PRECEDENCE.** If any provisions of this PO or referenced documents are inconsistent or conflicting, the following descending order of precedence shall apply: (i) Specifications, (ii) Drawings, (iii) Special Terms and Conditions, (iv) General Terms and Conditions, and (v) Item Description.
- 19.0 **INTERPRETATION OF PURCHASE ORDER**
- 19.1 General. In this PO, words are given their ordinary meaning unless the word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, and then the word has the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. The masculine gender includes the feminine and neuter genders.
- 19.2 Definitions. In this PO, the following have the meanings indicated: (i) "County" = Travis County, State of Texas, (ii) "Commissioners Court" = Travis County Commissioners Court, (iii) "IRS" = Internal Revenue Service, (iv) "Item" = any service, equipment, good, or other tangible or intangible property described in this PO, (v) "Purchasing Agent" = Travis County Purchasing Agent duly appointed and acting as agent in administering this Purchase Order, (vi) "Seller" = the entity subject to this Purchase Order and contract from County, and (vii) "Subcontractor" = any entity that Seller relies on for any portion of its performance under this Purchase Order.
- 19.3 Severability. If any provision in this PO is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this PO, and this PO will be interpreted as if the invalid, illegal, or unenforceable provision had not been included.
- 19.4 Governing Law and Venue. This PO is governed by and shall be interpreted under the laws of the United States of America and the State of Texas, and all obligations under this PO are performable in Travis County, Texas. Venue for any dispute arising out of this PO lies in the appropriate court in Travis County, Texas.
- 20.0 **INSPECTION OF BIDS.** By submitting a bid, Seller acknowledges and approves that preliminary bid tabulations, including unit pricing, will be made available for inspection and disclosed upon request pursuant to Sec. 262.026(b) of Texas Local Government Code.

21.0 VERIFICATION OF NON-DISCRIMINATION AGAINST SPECIFIED ENTITIES.

21.1 In compliance with Texas Government Code, chapter 2271 and chapters 2274, Seller's acceptance of this Purchase Order serves as written verification that the Seller complies with the following sections

21.1.1 Seller does not boycott Israel and will not boycott Israel during the PO Term;

21.1.2 Seller does not boycott energy companies and will not boycott energy companies during the PO Term; and

21.1.3 Seller does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the PO Term.

Question and Answers for Bid #2211-002-BH - Visual Artists or Artist Team for Ronald Earle Building

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Dec 13, 2022 4:00:00 PM CST