

**RFQ #: B131022B**  
**OPEN: 08/08//2013**  
**TIME: 2:00 PM**

## **REQUEST FOR QUALIFICATION REAL ESTATE PROFESSIONAL POOL GALVESTON COUNTY, TEXAS**

Galveston County Hurricane Ike Housing Assistance Program is accepting applications from State of Texas licensed Real Estate Professionals to provide services for its "Homeowner Opportunity Program".

The Homeowner Opportunity Program provides assistance to qualified applicants whose homes were damaged or destroyed as a result of Hurricane Ike.

Sealed qualifications will be received in the office of the County Purchasing Agent until **2:00 PM** on **08/08/2013** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed qualifications are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550. Any qualification received after **2:00 PM** on the date specified will be returned unopened.

All qualifications must be marked on the outside of the envelope:

**REQUEST FOR QUALIFICATIONS:  
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Proposers name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas or by visiting [www.co.galveston.tx.us](http://www.co.galveston.tx.us) /Purchasing/ Bid Listing.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
Galveston County

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**1. QUALIFICATION PACKAGE**

*The request for qualification, general and special provisions, drawings, specifications/line item details, contract documents and the qualification sheet are all considered part of the qualification package. Qualifications must be submitted as **one (1) set of documents as requested in the Special Provisions** and on the forms provided by the County, including the qualification sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the qualification sheet/contract page(s) may disqualify the qualification from being considered by Commissioners' Court. Any individual signing on behalf of the Qualifier expressly affirms that he or she is duly authorized to tender this qualification and to sign the qualification sheet/contract under the terms and conditions in this qualification. Qualifier further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the qualification. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each Qualifier is required to thoroughly review this entire qualification packet to familiarize themselves with the qualification procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful Qualifier will execute with the County.*

**2. QUALIFIER'S RESPONSIBILITY**

The Qualifier must affirmatively demonstrate its responsibility. The Qualifier must also meet the following minimum requirements:

1. have adequate financial resources or the ability to obtain such resources as required;
2. be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Qualification;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

**3. TIME FOR RECEIVING QUALIFICATIONS**

Qualifications may be submitted by postal mail or hand delivered to the reception desk of the Purchasing Department. Qualifications will not be accepted by fax or electronic mail unless superseded by instruction(s) within the Request for Qualification or Request for Proposal document. Qualifications must be received and time stamped by procurement staff in the Purchasing Department prior to the specified date and time on the bid notice. Late submittals will not be accepted and returned to the submitter unopened. Only the time designated by the "time stamp" issued by the Purchasing Department will determine whether the qualification was received at the proper time.

Qualifications received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Qualification Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the qualification number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a qualification. If you do not submit a qualification, return this Request for Qualification and state reason, otherwise your name may be removed from our mailing list.

**4. QUALIFICATION OPENING**

Only the names of Qualifiers will be read at the opening. The Purchasing Agent will examine qualifications promptly and thoroughly. No qualification may be withdrawn for a period of sixty (60) calendar days of the qualification opening date.

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**5. COMMISSIONERS' COURT**

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

**6. REJECTION OF QUALIFICATIONS**

The County, acting through its Commissioners' Court reserves the right to: (1) reject any and all qualifications and waive any informality in the qualifications received; (2) disregard the qualification of any Qualifier determined to be not responsible.

**7. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS**

It is the responsibility of the prospective Qualifier to review the entire invitation to qualification packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or qualification procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for qualification opening. Vendors are to qualification as specified herein or qualification an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

**8. SUBSTITUTES**

It is not the County's intent to discriminate against any materials of equal merit to those specified; however, should the Qualifier desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

**9. EXCEPTIONS TO QUALIFICATION**

The Qualifier will list on a separate sheet of paper any exceptions to the conditions of the qualification. This sheet will be labeled, "Exceptions to Qualification Conditions", and will be attached to the qualification. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Qualifier must specify in its qualification any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the qualification and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other Qualifiers.

**10. PROCUREMENT CARD PROGRAM**

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your qualification submittal.

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**11. TAX EXEMPTION**

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

**12. PASS THROUGH COST ADJUSTMENTS**

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage or oil embargo.

In extreme extenuating circumstances Vendors may be allowed to temporarily “pass through” additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor’s cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor’s original Qualification.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the qualification. But in no event will the amount of additional compensation exceed 25% increase in Vendor’s original cost for his product as such cost is reflected in Vendor’s original qualification or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

**13. MODIFICATION OF QUALIFICATIONS**

A Qualifier may modify a qualification by letter at any time prior to the submission deadline for receipt of qualifications. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by Qualifier guaranteeing authenticity. Qualifications may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners’ Court considering of same.

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**14. SIGNATURE OF QUALIFICATIONS**

Each qualification shall give the complete mailing address of the Qualifier and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each qualification shall include the Qualifier's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and qualification response sheet will disqualify the qualification from being considered by the County. The person signing on behalf of the Qualifier expressly affirms that the person is duly authorized to tender the qualification and to sign the qualification sheets and contract under the terms and conditions of this RFQ and to bind the Qualifier thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

**15. AWARD OF QUALIFICATIONS – EVALUATION CRITERIA AND FACTORS**

The award will be made to the responsible Qualifier whose qualification is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Qualification. The prices proposed will be considered firm and cannot be altered after the submission deadline.

Each Qualifier, by submitting a qualification, agrees that if their qualification is accepted by the Commissioners' Court, such Qualifier will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this qualification and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the qualification in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept qualifications on individual items listed, or group items, or on the qualification as a whole; to reject any and all qualifications; to waive any informality in the qualifications; and to accept the qualification that appears to be in the best interest of the County. In addition, the selection process may, however, include a request for additional information or an oral presentation to support the written qualification. The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.

In determining and evaluating the best qualification, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all qualifications in whole or in part received by reason of this RFQ and may discontinue its efforts under this RFQ for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Qualifier whose qualification does not meet the mandatory requirements set forth in this RFQ will be considered noncompliant.

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The invitation to submit a qualification which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the qualification sheets, and any addenda issued are all considered part of the qualification.

Each Qualifier, by submitting a qualification, agrees that if its qualification is accepted by the Commissioners' Court, such Qualifier will furnish all items and services upon the terms and conditions in this RFQ and contract.

Notice of contract award may be made within ninety (90) days of opening of qualifications to the lowest responsive and responsible contractor, whose qualification complies with all the requirements in the Request for Qualifications.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Qualifications.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent or duly authorized representative.

**16. DISPUTE AFTER AWARD**

Any actual or prospective Qualifier who is allegedly aggrieved in connection with the solicitation of this RFQ or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

**17. PUBLIC INFORMATION ACT**

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Qualifier agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Qualifier in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Qualifier has marked as confidential, proprietary, and/or trade secret.

**18. RESULTANT CONTRACT**

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, qualification package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/qualification, bidder/Qualifier must sign three (3) original contracts and return with their bid/qualification submittal.

The Criteria utilized for determining responsibility of Qualifier(s) includes, but is not limited to, the Qualifier's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The Qualifiers shall furnish any information requested by the County in order for the County to determine whether a Qualifier is responsible.

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**19. CONTRACT TERM**

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

**20. TERMINATION FOR DEFAULT**

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Qualifier of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or qualifications or further negotiations. At a minimum, Qualifier shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Qualifier.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Qualifier:

- Fails to meet delivery or completion schedules;
- Fails to otherwise perform in accordance with the accepted qualification and the contract

**21. TERMINATION FOR CONVENIENCE**

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Qualifier should this contract be terminated early.

**22. FORCE MAJEURE**

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period.

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Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

**23. ESTIMATED QUANTITIES**

Any reference to quantities shown in the Request for Qualifications are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements.

**24. CONTRACTOR INVESTIGATION**

Before submitting a qualification, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its qualification submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**25. NO COMMITMENT BY COUNTY OF GALVESTON**

This Request for Qualification does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a qualification to this request, or to procure or contract for services or supplies.

**26. BEST AND FINAL OFFERS**

In acceptance of qualifications, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their qualifications and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the Qualifiers. If invoked, it allows acceptable Qualifiers the opportunity to amend, change or supplement their original qualification. Qualifiers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes.

**27. SINGLE QUALIFICATION RESPONSE**

If only one qualification is received in response to the Request for Qualifications, a detailed cost qualification may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost qualification in order to determine if the price is fair and reasonable.

**28. REJECTION/DISQUALIFICATION OF QUALIFICATIONS**

Galveston County reserves the right to reject any or all qualifications in whole or in part received by reason of this qualification package and may discontinue its efforts for any reason under this qualification package at any time prior to actual execution of the Contract by the County. Qualifiers may be disqualified and rejection of qualifications may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A. Failure to use the qualification form furnished by the County
- B. Lack of signature by an authorized representative on the qualification form
- C. Failure to properly complete the qualification
- D. Qualifications that do not meet the mandatory requirements
- E. Evidence of collusion among Qualifiers



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**29. CHANGES IN SPECIFICATIONS**

If it becomes necessary to revise any part of this qualification, a written notice of such revision will be provided to all Qualifiers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to Qualifiers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of qualifications. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Qualification list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of qualifications may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their qualifications. In any case, the qualification opening shall be at least five working days after the last amendment; and the amendment shall include an announcement of the new date if applicable, for the opening or qualifications.

**31. QUALIFICATION IDEAS AND CONCEPTS**

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any qualification.

**32. QUALIFICATION DISCLOSURES**

The names of those who submitted qualifications will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Qualifiers are requested to withhold all inquiries regarding their qualification or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a qualification was received. Violations of this provision may result in the rejection of a qualification.

**33. PROTEST**

Any actual or prospective Qualifier who is allegedly aggrieved in connection with the solicitation or award of qualification may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

**34. WITHDRAWAL OF QUALIFICATION**

Qualifiers may request withdrawal of a sealed qualification prior to the scheduled qualification opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No qualifications may be withdrawn for a period of sixty (60) calendar days after opening of the qualifications.

**35. INDEMNIFICATION**

**The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees,**

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agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

**36. PROOF OF INSURANCE**

Successful Qualifier agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful Qualifier and providing that the amount by reason of services limits of not less than the following sums:

- A. For damages arising out of bodily injury to or death of one person in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.
- B. For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS.
- C. For any injury to or destruction of property in any one accident - ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

Successful Qualifier shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful Qualifier. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful Qualifier to the County.

Insurance is to be placed with insurers having a Best rating of no less than A. The Qualifier shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The Qualifier shall be required to submit annual renewals for the term of this contract prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide Qualifier with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Qualifier shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Qualifier.

In no event shall the County be liable for any damage to or destruction of any property belonging to the Qualifier.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

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**37. PATENT AND COPYRIGHT PROTECTION**

The Qualifier agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights.

**38. CONFLICT OF INTEREST DISCLOSURE REPORTING**

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk **(not the Purchasing Agent)**.

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

**GENERAL PROVISIONS  
REAL ESTATE PROFESSIONAL POOL  
GALVESTON COUNTY, TEXAS**

**39. COMPETITIVENESS AND INTEGRITY**

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, Qualifiers are to direct all communications regarding this qualification to the Galveston County Purchasing Agent, unless otherwise specifically noted.

**Do not contact the requesting department.** Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Qualification must be submitted in writing to:

Rufus G. Crowder, CPPO CPPB, Purchasing Agent

722 Moody

Fifth Floor

Galveston, Texas 77550

Fax: (409) 621-7987

E-mail: [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us)

An authorized person from the submitting firm must sign all qualifications. This signature acknowledges that the Qualifier has read the qualification documents thoroughly before submitting a qualification and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Qualification. It provides specific information necessary to aid participating firms in formulating a thorough response.

**40. ENTIRETY OF AGREEMENT AND MODIFICATION**

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**41. NON-COLLUSION AFFIDAVIT**

The contractor declares, by signing and submitting a qualification, that the qualification is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the qualification is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham qualification, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham qualification, of that anyone shall refrain from bidding; that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the qualification price of the contractor of any other bidder, or to fix any overhead, profit or cost element of the qualification price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the qualification are true; and further, that the contractor has not, directly or indirectly, submitted his or her qualification price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, qualification depository, or to any member or agent thereof to effectuate a collusive or sham qualification.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Qualification.

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No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

**42. SOVEREIGN IMMUNITY**

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

**43. MERGERS, ACQUISITIONS**

The Qualifier shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a qualification is submitted.

If subsequent to the award of any contract resulting from this RFQ the Qualifier shall merge or be acquired by another firm, the following documents must be submitted to the County.

1. Corporate resolutions prepared by the awarded Qualifier and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
2. New Qualifier's Federal Identification Number (FEIN); and
3. New Qualifier's proposed operating plans.

Moreover, Qualifier is required to provide the County with notice of any anticipated merger or acquisition as soon as Qualifier has actual knowledge of the anticipated merger or acquisition. The New Qualifier's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**44. DELAYS**

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Qualifier agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Qualifier attributed to these delays, should any occur. In addition, Qualifier agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

**45. ACCURACY OF DATA**

Information and data provided through this RFQ are believed to be reasonably accurate.

Qualifier may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

**46. SUBCONTRACTING/ASSIGNMENT**

Qualifier shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Qualifier of any of its responsibilities under this contract.

**47. INDEPENDENT CONTRACTOR**

Qualifier expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Qualifier or its subcontractors perform in providing the requirements stated in the Request for Qualification.

**GENERAL PROVISIONS  
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**48. MONITORING PERFORMANCE**

The County shall have the unfettered right to monitor and audit the Qualifier's work in every respect. In this regard, the Qualifier shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Qualifier shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Qualifier's work and performance under this contract. In the event any such material is not held by the Qualifier in its original form, a true copy shall be provided.

**49. PROCUREMENT ETHICS**

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

**CODE OF ETHICS – Statement of Purchasing Policy**

“Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.”

**General Ethical Standards**

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

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**Gratuities**

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before this government.

**Kickbacks**

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**Contract Clause**

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information**

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**50. EMPLOYMENT VERIFICATION**

The Immigration Reform and Control Act (IRCA) of 1986 prohibit contractors from knowingly hiring illegal workers. Accordingly, Contractors and Subcontractors must collect information regarding an employee's identity and employment eligibility and document that information on Form I-9. In addition, Contractors and Subcontractors will be required to utilize E-Verify to verify that the information their employees provided was valid or that the documents presented were genuine. Contractors and Subcontractors shall also be required to keep a record on each employee showing compliance with this requirement. The records shall be open at all reasonable hours to inspection by the Galveston County Wage Compliance Officer. Each violation of this requirement shall result in the Contractor and/ or Subcontractor paying the County the amount of \$60.00 for each employee employed for each calendar day or part of the day that the Contractor or Subcontractor failed to comply with the requirements of this general condition.

**51. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION**

By submission of its proposal, proposer certifies that it is not ineligible for participation in federal or state assistance program under Executive Order 12549, "Debarment and Suspension." Proposer further agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this contract. Proposer also certifies that it shall notify Galveston County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Proposer agrees that it shall refund Galveston County for any payments made to it while ineligible.

**GENERAL PROVISIONS**  
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**52. NOTICE**

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

To the County at:

Hon. Mark A. Henry, County Judge  
722 Moody  
Second Floor  
Galveston, Texas 77550  
Fax: (409) 765-2653

With copies to:

Rufus G. Crowder, CPPO CPPB  
Purchasing Agent  
722 Moody, Fifth Floor  
Galveston, Texas 77550  
Fax: (409) 621-7987

Bob Boemer  
Director of County Legal  
722 Moody, Fifth Floor  
Galveston, Texas 77550  
Fax: (409) 770-5560



## SPECIAL PROVISIONS REAL ESTATE PROFESSIONAL POOL GALVESTON COUNTY, TEXAS

**Special Note:**

The Special Provision section of this Request for Qualification solicitation and the exhibits attached herein are made a part of the entire agreement between the parties with respect to the subject matter of the Request for Qualification and Resultant Contract Agreement, and supersede the General Provisions, any prior negotiations, agreements and understandings with respect thereto.

Under the Request for Qualification process, qualifications will be received and opened in the Office of the Galveston County Purchasing Agent located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas, 77550. After selections are made and an agreement is executed, qualifications are subject to review under the "Public Information Act". To the extent permitted by law, applicants may request in writing non-disclosure of confidential data. Such information shall accompany the qualification, be readily separable from the qualification, and shall be CLEARLY MARKED "CONFIDENTIAL". For those portions identified as confidential by the applicant, Galveston County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information.

**Steps in Procurement Process:**

1. Request for Qualifications Issued
2. Submitted qualifications opened and evaluated; selections made
3. Selected real estate professionals directed to HOP Real Estate Professional Training
4. Present County with signed Training Acknowledgement Form
5. Contract executed, certified to provide real estate services for HOP
6. Eligible to be assigned HOP applicants.

**Scope:**

Galveston County is accepting applications from licensed real estate professionals to establish a pool to provide professional real estate services for the Homeowner Opportunity Program ("HOP"). Administered through the Texas General Land Office, the Homeowner Opportunity Program provides assistance to qualified applicants whose homes were damaged or destroyed as a result of Hurricane Ike. The Homeowner Opportunity Program allows qualified applicants to purchase an existing home or purchase land to construct a new home within certain eligible areas. Licensed real estate professionals must meet certain minimum qualifications in order to be eligible for consideration.

Selected real estate professionals shall perform services in accordance with the Homeowner Opportunity Program guidelines issued by the Texas General Land Office ("GLO"). In order to gain a complete understanding of the Homeowner Opportunity Program, including provisions applicable to the performance of professional real estate services, please refer to the Homeowner Opportunity Program Guidelines, which are available at the following URL:

[http://www.glo.texas.gov/GLO/\\_documents/disaster-recovery/housing/hop-guidelines.pdf](http://www.glo.texas.gov/GLO/_documents/disaster-recovery/housing/hop-guidelines.pdf)

**Real Estate Professionals must:**

- Have an active license as a Real Estate Broker or Salesperson with the Texas Real Estate Commission;
- Be in good standing and not have any disciplinary actions against the licensee from previous transactions (use the Licensee Info Search [www.trec.state.tx.us](http://www.trec.state.tx.us));
- Have two (2) years of residential real estate experience;
- Belong to a local board of realtors and have access to the Multiple Listing Service ("MLS") for the thirteen (13) counties of the Houston-Galveston Area Council of Government ("H-GAC");
- Be able to show properties in the thirteen (13) counties of the Houston-Galveston Area Council of Government ("H-GAC").

The 13 counties in H-GAC's service region are: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton.

## **SPECIAL PROVISIONS REAL ESTATE PROFESSIONAL POOL GALVESTON COUNTY, TEXAS**

Selected Real Estate Professionals must complete up to eight (8) hours of Homeowner Opportunity Program (HOP), Housing Quality Standards (HQS), and basic environmental training, which will be provided at no cost to the real estate professional, in order to be eligible for assignment to HOP participants. Selected real estate professionals will be provided with information regarding training.

**Licensed Real Estate Professionals shall:**

- Be assigned to applicants as they become eligible to move to an area of higher opportunity;
- Coordinate with mobility counselors who serve as the primary point of contact for applicants during the home selection process. The real estate professional may perform up to seven showings of up to seven unique properties located within the eligible areas that meet the applicant's needs and budget. The eligible areas are located within the thirteen (13) counties of the Houston-Galveston Area Council of Government ("H-GAC").
- Work closely with Mobility Counselors during performance of services for the Homeowner Opportunity Program;
- Provide professional real estate services to the applicant as a buyer's agent. The purchase price will be paid through the Homeowner Opportunity Program.

**A Real Estate Professional who completes a successful closing with a HOP applicant will be compensated by the seller at closing and receive a stipend to be paid by the GLO in the amount of \$1,000.**

**Mobility Counselors:**

- Mobility counselors are assigned to applicants in the beginning of the eligibility process of the Homeowner Opportunity Program and shall remain with the applicant after successful relocation. The mobility counselor will be present during all meetings between the applicant and real estate professional.
- Mobility counselors will communicate the applicant's needs, budget, and eligible area to the real estate professional. After considering this information, the real estate professional will select properties meeting the applicant's criteria and provide electronic or paper summaries of the selected properties. The applicant may then request a showing or request additional paper/electronic real estate professional selections. If the applicant requests a showing, the real estate professional must schedule the showing and coordinate with the mobility counselor.

**ACTIONS REQUIRED TO VALIDLY RESPOND TO REQUEST FOR QUALIFICATION #: B131022B**

- (1) Complete and submit the online application (instructions are below).  
Must submit: ONE (1) response electronically.  
ONE (1) original printed, signed, and dated paper response.
- (2) Complete and Submit Attachment A – Debarment Certification.  
Must submit: ONE (1) original.
- (3) Complete and Submit Attachment B – Vendor Qualification Packet  
Must submit: ONE (1) original of each
  - a. Form PEID
  - b. Form W9
  - c. Form CIQ
- (4) Complete and Submit “Real Estate Professional Pool Proposal Form”  
Must submit: ONE (1) original

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**SPECIAL PROVISIONS  
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**Online Application - Instructions:**

On-line application (<http://galvestoncounty.txhop.com>) — **\*\*\*READ ALL INSTRUCTIONS CAREFULLY\*\*\***

Interested real estate professionals must complete the online application to be considered for selection. Selections will be determined by scoring the responses to the online application.

Inclusion in the pool does not guarantee assignment of HOP applicants. Depending on the number of eligible applicants and program demands, selected real estate professionals who have been certified for HOP participation and are eligible to provide services to applicants, may fail to be assigned a HOP applicant. The online application, detailed instructions, and required minimum qualifications, are available at the following URL:

<http://galvestoncounty.txhop.com>

**\*\*\*NOTE\*\*\*** *the URL does not contain "www."*

If you cannot access the site, please make sure that you entered the address exactly as it appears above, without "www."

**The Online Application (<http://galvestoncounty.txhop.com>) must be completed in accordance with the Special Provisions. After completing all of the required fields, the applicant must (1) submit the form electronically, and (2) submit a signed and dated paper copy of the form, which must contain the applicant's responses, by mail or hand delivery.**

**ONLINE APPLICATION INSTRUCTIONS**

1. Go to <http://galvestoncounty.txhop.com>;
2. READ ALL INSTRUCTIONS;
3. Enter responses to questions;
4. Verify the completeness and accuracy of the information entered;
5. PRINT TWO (2) COPIES OF THE COMPLETED FORM;
6. Sign and Date Both Copies;
7. Retain one copy for your records;
8. Mail or hand deliver one copy to:

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

Documents submitted to Galveston County by mail or hand delivery must include the proposer's name, return address, and the following label prominently displayed on the outside of the envelope:

**REQUEST FOR QUALIFICATIONS: RFQ#: B131022B  
REAL ESTATE PROFESSIONAL POOL**

After printing, signing, and dating two (2) copies of the completed Online Application, click "Continue." A new page will open. You must click "SUBMIT" on the following page.

\*NOTE: If you experience difficulty printing all of the information contained in the form using Internet Explorer, click inside of the final text entry field, "Please provide any additional information," as if you were going to enter text, then choose print.

APPLICANTS ARE REQUIRED TO SUBMIT, BY MAIL OR HAND DELIVERY, ONLY ONE (1) COMPLETED, SIGNED, AND DATED PAPER ORIGINAL OF THE ONLINE APPLICATION.

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**Online Application — Required Questions.**

The Online Application will not allow a response to be submitted unless all of the following questions have been answered:

1. Agent Name:
2. Business Phone:
3. Email Address:
4. Texas Real Estate License Number:
5. Expiration Date:
6. How many residential transactions did you successfully complete as the selling agent during 2011 and 2012?
7. How many years of experience do you have in Residential Real Estate?
8. Do you have any current accreditations?
9. Have you completed a diversity-training course specifically tailored to real estate professionals?
10. Have you completed an Affordable Housing Course?
11. Do you work within the 13 counties of the Houston-Galveston area?
12. Are you subscribed to the Multiple Listing Service (MLS) in the Houston-Galveston area?
13. Are you willing to work within the 13 counties of the Houston-Galveston area?
14. Have you participated in any other Government funded programs?
15. Are you a member of any professional associations?
16. Is your license in good standing?
17. Have you ever been disciplined by Texas Real Estate Commission?
18. Is real estate your Full-Time profession?

**Vendor Qualification Packet/Debarment Certification Form**

- Vendor Qualification packets (Attachment B) must be turned in to the Purchasing Department (one original document only – includes PEID form and W9) at the specified date and time per instructions in the General Provisions, page 1, item #1, Qualification Package and item #3, Time for Receiving Qualifications.
- Debarment Certification Form (Attachment A) (one original document only).

**Questions:**

Applicants shall not contact any Galveston County personnel regarding this RFQ, evaluation or selection process from the time the RFQ is issued until the time a notification of intent to award is announced, without the express permission from the Office of the Galveston County Purchasing Agent. The Galveston County Purchasing Agent may disqualify any applicant who has contacted HOP mobility counselors, contacted personnel, or distributed any literature without authorization from this office. Galveston County may initiate discussions with applicants. Applicants may not initiate discussions.

Applicants are encouraged to review this entire Request for Qualification upon receipt. Questions relating to the RFQ must be submitted in writing and directed to Rufus Crowder, CPPO CPPB, at [rufus.crowder@co.galveston.tx.us](mailto:rufus.crowder@co.galveston.tx.us) (preferred method). All questions submitted in writing prior to the deadline will be compiled and the answers forwarded in writing to all applicants in the form of an addendum.

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**SPECIAL PROVISIONS**  
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**Evaluation:**

An evaluation committee composed of Galveston County staff will review and evaluate the Statements of Qualifications and will select the most highly qualified providers of the services requested on the basis of demonstrated competence, submitted qualifications, and responses to questions contained in the Online Application.

Any submitted qualifications shall remain valid for duration of the Round 2 CDBG Housing Assistance Program.

Galveston County reserves the right to remove and/or add real estate professionals from the pool in the event the selected real estate professional fails to perform based upon program guidelines.

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**SPECIAL PROVISIONS  
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**REAL ESTATE PROFESSIONAL POOL  
PROPOSAL FORM**

NAME: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN (TAX ID): \_\_\_\_\_

The following items marked with an asterisk (\*) shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non-responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

<b>Items:</b>	<b>Confirmed (X):</b>
<b>1. Addenda, if any</b>	<b>#1</b> _____ <b>#2</b> _____ <b>#3</b> _____ <b>#4</b> _____
<b>*2. Proposal Form</b>	_____
<b>*3. Attachment A – Debarment Certification</b>	_____
<b>*4. Attachment B - Vendor Qualification Packet</b>	_____
<b>*5. HOP Online Application</b>	_____

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

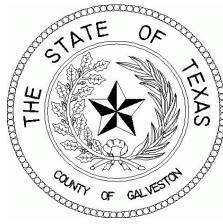
Name of person authorized to bind the company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**ATTACHMENT A**  
**DEBARMENT CERTIFICATION**



## County of Galveston

### ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELGIBILITY

#### Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFQ #B131022B

Solicitation Title: Real Estate Professional Pool

#### **Contractor hereby CERTIFIES that:**

Contractor, and all of its principals, is not presently debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and is not in any other way ineligible for participation in Federal or State assistance programs;

Contractor, and all of its principals, were not and have not been debarred, suspended, proposed for debarment, proposed for suspension, or declared ineligible under Executive Order 12549 or Executive Order 12689, Debarment and Suspension, and were not and have not been in any other way ineligible for participation in Federal or State assistance programs at the time its' proposal was submitted in the procurement identified herein and at any time since submission of its' proposal;

Contractor has included, and shall continue to include, this certification in all contracts between itself and any sub-contractors in connection with services performed under this contract; **and**

Contractor shall notify Galveston County in writing immediately, through written notification to the Galveston County Purchasing Agent, if Contractor is not in compliance with Executive Order 12549 or 12689 during the term of its contract with Galveston County.

Contractor **Represents** and **Warrants** that the individual executing this Acknowledgment and Certification on its behalf has the full power and authority to do so and can legally bind the Contractor hereto.

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title



**ATTACHMENT B**  
**VENDOR QUALIFICATION PACKET**



# County of Galveston Purchasing Department Vendor Qualification Packet

(rev. 1.2, January 27, 2012)

All interested parties seeking consideration for qualified vendor status with the County of Galveston should complete and return only the following attached forms to:

**Galveston County Purchasing Department**  
722 Moody Avenue, (21st Street), 5<sup>th</sup> Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax

- Form PEID:** Person /Entity Information Data  
**Form W-9:** Request for Taxpayer Identification Number and Certification  
*(please note that the included form may not be the latest revised form issued by the Internal Revenue Service. Please check the IRS website at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> for the latest revision of this form.)*  
**Form CIQ:** Conflict of Interest Questionnaire  
*(please note that the included form may not be the latest revised form issued by the State of Texas Ethics Commission. Please check the Texas Ethics Commission website at for the latest revision of this form. Please note that Galveston County Purchasing Agent is not responsible for the filing of this form with the Galveston County Clerk per instructions of the State of Texas Ethics Commission).*

**Certificate(s) of Insurance:** If the person or entity seeking qualified vendor status with the County will be performing work at or on any County owned facility and/or property, Certificate(s) of Insurance are required to be submitted prior to performing any work.

Insurance requirements are as follows:

**Public Liability and Property Damage Insurance:**

Successful vendor agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners of the State of Texas, with coverage provisions insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by vendor. Vendor shall at its own expense be required to carry the following minimum insurance coverages:

- For damages arising out of bodily injury to or death of one person in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00);
- For damages arising out of bodily injury to or death of two or more persons in any one occurrence – three hundred thousand and no/100 dollars (\$300,000.00); and
- For injury to or destruction of property in any one occurrence – one hundred thousand and no/100 dollars (\$100,000.00).

This insurance shall be either on an occurrence basis or on a claims made basis. Provided however, that if the coverage is on a claims made basis, then the vendor shall be required to purchase, at the termination of this agreement, tail coverage for the County for the period of the County's relationship with the vendor under this agreement. Such coverage shall be in the amounts set forth in subparagraphs (1), (2), and (3) above.

**Worker's Compensation Insurance:**

Successful vendor shall also carry in full force Workers' Compensation Insurance policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the vendor. Current insurance certificates certifying that such policies as specified above are in full force and effect shall be furnished by the vendor to the County.

**The County of Galveston shall be named as additional insured on policies listed in subparagraphs above and shall be notified of any changes to the policy(ies) during the contractual period.**

Insurance is to be placed with insurers having a Best rating of no less than A. The vendor shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The vendor shall be required to submit annual renewals for the term of any contractual agreement, purchase order or term contract, with Galveston County prior to expiration of any policy.

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.

The County agrees to provide vendor with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property. Vendor shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion. The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the vendor.

In no event shall the County be liable for any damage to or destruction of any property belonging to the vendor unless specified in writing and agreed upon by both parties.

**Procurement Policy - Special Note:**

Understand that it is, according to Texas Local Government Code, Section 262.011, Purchasing Agents, subsections (d), (e), and (f), the sole responsibility of the Purchasing Agent to supervise all procurement transactions.

Therefore, be advised that all procurement transactions require proper authorization in the form of a Galveston County purchase order from the Purchasing Agent's office prior to commitment to deliver supplies, materials, equipment, including contracts for repair, service, and maintenance agreements. Any commitments made without proper authorization from the Purchasing Agent's office, pending Commissioners' Court approval, may become the sole responsibility of the individual making the commitment including the obligation of payment.

**Code of Ethics - Statement of Purchasing Policy:**

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and

retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

To achieve the purpose of these instructions, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here.

**General Ethical Standards:** It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties.

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

**Gratuities:** It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

**Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County.

**Confidential Information:** It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

**Questions/Concerns:**

If you have any questions or concerns regarding the information or instructions contained within this packet, please contact any member of the Purchasing Department staff at (409) 770-5371.

## CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk  
Galveston County Justice Center, Suite 2001  
600 59<sup>th</sup> Street  
Galveston, Texas 77551

Galveston County Clerk  
North County Annex, 1<sup>st</sup> Floor  
174 Calder Road  
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

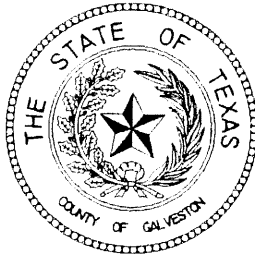
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at [http://www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.



**COUNTY of GALVESTON  
Purchasing Department**

rev. 1.3, March 29, 2010

<b>FORM PEID:</b>	<b>Request for Person-Entity Identification Data</b>
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Instructions: Please type or print clearly when completing sections 1 thru 4 and return completed form to:

**Galveston County Purchasing Agent  
722 Moody Avenue (21st. Street), 5th Floor  
Galveston, Texas 77550  
(409) 770-5371 office  
(409) 621-7987 fax**

1.

<b>Business Name:</b>			
<b>Attention Line:</b>			

2.

<b>Physical Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4:</b>

3.

<b>Billing / Remit Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip+4</b>

4.

<b>Main Contact Person:</b>			
<b>Main Phone Number:</b>			
<b>Fax Number:</b>			
<b>E-mail Address:</b>			

Areas below are for County use only.

<b>Requested By:</b>	<b>Phone / Ext. #</b>
<b>Department:</b>	<b>Date:</b>

<b>Action Requested - Check One:</b>	<b>IFAS PEID Vendor Number:</b>	
<input type="checkbox"/> Add New	<input type="checkbox"/> Change Data	<input type="checkbox"/> Re-activate
<input type="checkbox"/> Inactivate	<input type="checkbox"/> Employee	<input type="checkbox"/> Attorney
<input type="checkbox"/> Landlord	<input type="checkbox"/> Foster Parent	<input type="checkbox"/> Refund
<input type="checkbox"/> One Time	<input type="checkbox"/> Foster Child	

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

## OFFICE USE ONLY

Date Received

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

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

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

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

\_\_\_\_\_  
Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date