



RFQ#:B121015
OPEN: 3/22/2012
2:30 PM

**REQUEST FOR QUALIFICATION
DELINQUENT PROPERTY TAX COLLECTION SERVICES
GALVESTON COUNTY, TEXAS**

Sealed bids in **sets of eight (8), one (1) original and seven (7) copies** will be received in the office of the County Purchasing Agent until **2:30 PM** on **03/22 /2012** 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 **2:30 PM** on the date specified will be returned unopened.

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

**REQUEST FOR QUALIFICATIONS:
RFQ #:B121015 – DELINQUENT PROPERTY TAX COLLECTION SERVICES**

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.

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, CPPB
Purchasing Agent
Galveston County

GENERAL PROVISIONS DELINQUENT PROPERTY TAX COLLECTION SERVICES GALVESTON COUNTY, TEXAS

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 in sets of eight (8), one original and seven (7) copies 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. 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, CPPB, Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7987
E-mail: 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.

3. QUALIFYER'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.

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4. TIME FOR RECEIVING QUALIFICATIONS

Qualifications received prior to the submission deadline will be maintained unopened until the specified time for opening. If the Qualifier 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

11. 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.

12. 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/>.

13. 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 embargos.

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.

14. 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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15. 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.

16. 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 will 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.

17. 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.

18. 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.

19. 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.

20. 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.

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21. 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

22. 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.

23. 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.

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.

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24. ESTIMATED QUANTITIES

Any references 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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(s) furnished by the County, if applicable.
- B. Lack of signature by an authorized representative that can legally bind the company 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.

30. 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.

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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 of 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, 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

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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.

37. PATENT AND COPYRIGHT PROTECTION

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

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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 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st 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.

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.

39. 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.

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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.

40. 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.

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.

41. 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.

42. 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.

43. 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

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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.

44. ACCURACY OF DATA

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

45. 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.

46. 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.

47. 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.

48. 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.

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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.

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.

49. 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

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With copies to:

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

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

**SPECIAL PROVISIONS
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The County of Galveston (County) is soliciting sealed Statements of Qualification from experienced firms for the collection of delinquent real and personal property taxes. The successful firm will have the responsibility of managing the work as described in the Scope of Service section of this solicitation.

Interested firms must submit qualification documents by **2:30 p.m., Thursday March 22, 2012**, to the office of the Galveston County Purchasing Agent, Rufus Crowder, CPPB, located at 722 Moody Avenue, Fifth (5th) Floor, Galveston, Texas, 77550, in order to be considered. **No late proposals will be accepted.**

All potential proposers are strongly advised to keep responses concise and adhere to the instructions mentioned in this proposal document. Failure to do so may result in point reductions by the Evaluation Committee.

NOTE: Questions regarding this project must be in writing and received by **5:00 p.m., Thursday, March 15, 2012**, addressed to the Purchasing Agent via e-mail at rufus.crowder@co.galveston.tx.us . All properly submitted questions will receive a response and the County will attempt to notify all other potential proposers that have shown an interest in this project.

SCOPE OF SERVICE:

The successful firm shall adhere to the following:

1. Enter into an Agreement under Texas Tax Code §6.30 and undertake their best efforts to:
 - collect all delinquent ad valorem real and personal property taxes now due and owing and all such taxes for all subsequent years that become delinquent pursuant to Texas Tax Code §26.07(f), §26.15(e), §31.03, §31.031, §31.032 or §31.04, and other applicable statutes as amended
 - collect penalties authorized pursuant to Texas Tax Code §33.07 and §33.08; and
 - collect all costs and expenses authorized by Texas Tax Code 33.48 including, but not limited to, costs of title searches, court costs, filing of notice of lis pendens, expenses of foreclosure sale, expenses incurred in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the properties on which a delinquent tax is due, attorney ad litem fees approved by a court and publication fees that are owed to the County in accordance with applicable state and federal laws and regulations relating to the collection of such taxes.
2. Have an attorney or qualified staff attend all sheriff tax sales and acquire a deed to real property either in the name of the County as Trustee (or in the name of another taxing entity as Trustee, as set forth in any Inter-local Agreements to which the County is a party) whenever no bids are received or the bids that are received fail to cover the amount of the judgment plus all costs and expenses incurred,. (In instances in which the tax liens are foreclosed at public sale and the property is struck off to the County or other taxing entity as Trustee, the fees owing shall accrue upon the resale of the property to a third party and will be paid with proceeds.)
3. Attend all tax resale committee meetings to which the County is a party and provide such legal advice and assistance as is necessary to the members of the various tax resale committees in which the County is a participant. Provide all documents, information, photographs and maps as required by each resale committee prior to each meeting date.
4. Prepare for execution all resale deeds and documents associated with the resale of tax foreclosed properties in a timely manner.
5. Calculate for each property conveyed at resale statement reflecting a detailed distribution of funds, including costs and expenses and the amount to be distributed to each taxing entity.
6. Provide redemption of trust services and any other services related specifically to the collection of property taxes that are owed to the County including reminder letters of notices of taxes due to mortgagors who have an escrow account, other reminder letters and all demand letters for payments.

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7. Represent the County, its Tax Assessor Collector and all taxing entities for which the County collects taxes in any claim, action, or lawsuit filed by or against one or more them, associated with tax collection services. **Firm must agree to indemnify and hold harmless the County, the Tax Assessor Collector and all other taxing entities for which the County collects taxes from any loss or damage of any nature whatsoever occasioned as the direct or indirect result of law firm's negligence, error or omission while performing services.**
8. Provide support and provide services relative to actions in federal bankruptcy proceeding to prosecute the County's claim for taxes.
9. The firm will be required, prior to commencing efforts to collect delinquent taxes, to post a bond, made payable to the Tax Assessor Collector in the amount of \$100,000 conditioned upon the firm's proper accounting and remittance of all delinquent taxes, court costs and expenses the firm collects under the delinquent tax collection contract. Alternatively, the firm may provide an irrevocable letter of credit enabling the Tax Assessor Collector to withdraw funds from a bank in the name of the firm for such delinquent taxes, court costs and expenses. The term of the bond or the letter of credit shall correspond with the term of the delinquent tax collection contract and shall be on terms and conditions acceptable to the Tax Assessor Collector.
10. Collect delinquent tangible personal property, commencing on the 60th day after the February 1st delinquency date if County's governing body takes official action on imposing an early additional penalty for collection costs under Section 33.11, Texas Property Tax Code, or on July 1of the year in which the taxes become delinquent.
11. Provide legal consultation as required by County tax office staff. Firm will provide legislative support and consultation during legislative sessions (excluding lobbying) and will provide a State continuing education approved legislative update to staff and collection customers of tax office after the final legislative session concludes every two years.
12. Code accounts in the software collection system for bankruptcy and lawsuits including removing codes upon successful resolution of same.
13. Prepare deeds for Sheriff sales and other documents associated with Sheriff sales.
14. Maintain a fully staffed and equipped office within Galveston County.

ADDITIONAL SERVICES:

Indicate those that will be provided as part of bid:

- A1. Provide a property tax collection and accounting software system superior or equal to the system currently in use, as determined by the Galveston County Tax Assessor Collector Software Analysis Team¹ or specify capital investment commitment by your firm. The property tax collection and accounting software system shall include installation, data conversion, maintenance, support, upgrades and training of County employees at no expense to the County or any entities for which the County currently collects taxes. The County will be responsible for providing its local equipment and costs necessary to facilitate the County's connection to the system, including but not limited to routers, hubs and data transmission lines.

In the event of a change in tax collection and accounting software system, Tax Assessor Collector must approve the selected system, data conversion plan and implementation timeline. Firm will provide an on-site implementation manager to supervise the data conversion, installation and testing of any new system. The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of any system as well as provide appropriate staff training. Firm will also be responsible for any annual licensing and maintenance agreements including those that may be required by third parties and cost of additional bandwidth that may become necessary as a result of additional jurisdictions coming online.

¹ County TAC, Chief Deputies of Property Tax, Operations and Business Services, Senior Property Tax Specialist, two Property Tax Specialists, Senior Accountant and member of County Auditor staff as determined by County Auditor.

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- A2. Provide TABC billing and accounting system including maintenance, support and training.
- A3. Provide on-going research and development on other automation systems, including but not limited to, coin operated machine collection and accounting software system and online SIT payment processing.
- A4. Produce, validate and mail May (Texas Tax Code §33.07) delinquent notices at no cost to the county.
- A5. Assist in producing, validating and mailing June (Texas Tax Code §33.08) delinquent notices.
- A6. Provide at least one full time bi-lingual RTA, CTA stationed in the Galveston Property Tax Department to provide support to County Tax Office. This person(s) duties include but are not limited to answering phones and researching accounts for property owners, delivering documents between Galveston Tax Office and the delinquent tax collection firm, researching accounts for firm, investigate posting errors on checks sent from law firm, pull and type evidence for court hearings, assist all Hispanic taxpayers in answering questions/concerns to make sure they understand bills, receipts and Texas Property Tax Code, translate documentation for County Administration located in the County Courthouse when asked, assist in translating for other County tax office departments when asked, assist in translating for other County tax office collection customers via telephone, conduct monthly follow up on all installment pay agreements, assist with bankruptcies, assist sending bills and receipts, assist with researching penalty and interest cases and refunds when needed, assist with return mail, assist with Transfers of Tax Liens, assist with filing, attend department meetings for updates on policies and procedures and weekly goal settings, stay current on Texas Property Tax Code through classes, meetings and seminars to retain RTA certification.
- A7. Include description of other services or benefits provided by your firm that would benefit or enhance GCTO property tax collection operations.

QUALIFICATIONS AND INFORMATION REQUESTS:

- 1. Provide listing of current and past 15 year property tax collection contracts with other Texas governmental taxing entities.
- 2. Provide copies of current tax collection contracts with taxing entities listed in item 1.
- 3. Provide delinquent collection percentage rates over the last 10 years (when possible) for taxing entities listed in item 1, with particular emphasis on those with parcel counts in excess of 185,000.
- 4. Provide documentation supporting experience, qualifications and financial stability of the firm. Include experience and qualifications of key personnel to be assigned to the project team.
- 5. Define service commitment of key personnel assigned to the project team.
- 6. Define firm's approach or plan to collect delinquent property taxes. How do you see it will integrate with the County's needs?
- 7. Do you support the practice of allowing at least 21 days for payment of taxes without penalties and interest when corrections in appraisal roll are received after the delinquency date?
- 8. Do you support the use of installment pay agreements to delay the imposition of Texas Tax Code §33.08 penalties as long as terms of the agreement are met?
- 9. Do you support the philosophy of Bullock v. Statistical Tabulating Corp., 549 SW 2d 166, 169 (Tex. 1977), that taxing statutes be construed strictly against the taxing authority and liberally in favor of the taxpayer?
- 10. Do you agree that a January 3, 2012 postmark should be posted as a December 2011 payment?

PROCEDURE:

The County of Galveston is requesting that candidates submit a total of **eight (8) copies, one (1) original and seven (7) copies** of Statements of Qualifications to Rufus Crowder, CPPB, Purchasing Agent for Galveston County no later than **2:30 p.m.** on **March 22, 2012**, at 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550.

An Evaluation Committee will review the submitted Statements of Qualification and may select a short list of firms to interview for the project. Respondents not selected for further consideration will be notified at the first opportunity.

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If invoked, interviews with selected short listed firms will be held in the Galveston County Purchasing Department Conference Bid Room located at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550, at which time the selected firms will be asked to present their qualifications and introduce their prime team members. Selected firms will be notified in advance of interview times.

SELECTION PROCESS:

Galveston County intends to award a delinquent tax collection contract to the qualified firm which best demonstrates the commitment and application of experience, resources, and methods to the unique objectives established by Galveston County. A copy of the County's current delinquent tax collection contract is attached to this RFQ. It is the intention of the County to use this contract as a starting template for the delinquent tax collection contract awarded to the firm. The terms of the final delinquent tax collection contract will be negotiated.

Written responses to this RFQ will be used to evaluate each firm's or team's qualifications, proposed team members, and the suitability of indicated approaches or plans for the requested service. A short list of firms will be selected for possible oral interviews. Representatives of Galveston County, integrally involved in the process, will conduct both the initial screening and the oral interviews.

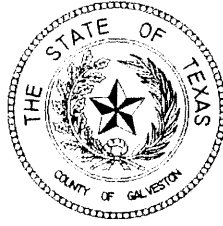
At each stage of the process, the County will consider any number of individual factors weighing on each firm's or team's qualifications. These considerations will include but are not limited to:

<u>% Points</u>	<u>Evaluation Criteria</u>
50%	Services to be included (basic and additional)
25%	The experience and capabilities of the bidding firms and key personnel assigned to the project team with clients of similar scale and needs with specific emphasis on governmental experience. Scope of commitment of designated key personnel to the project.
20%	How well the approach or plan of the DELINQUENT PROPERTY TAX COLLECTION SERVICES project team appears to integrate with the County's specific needs
5%	Financial stability and general reliability of the firm

CONTRACT TERM:

The initial term of the resultant contract will commence upon the date of award by The Galveston County Commissioners' Court and will expire four (4) years from that date. The contract may be extended for two (2) additional one (1) year periods if mutually agreeable between both parties. The total contractual period shall not exceed a total of six (6) years.

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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), 5th 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 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st 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).

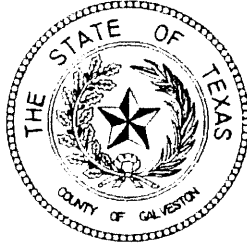
For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

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.

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

FORM PEID:	Request for Person-Entity Identification Data
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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.

Business Name:			
Attention Line:			

2.

Physical Address:			
City:	State:	Zip+4:	

3.

Billing / Remit Address:			
City:	State:	Zip+4	

4.

Main Contact Person:			
Main Phone Number:			
Fax Number:			
E-mail Address:			

Areas below are for County use only.

Requested By:	Phone / Ext. #
Department:	Date:

Action Requested - Check One:	IFAS PEID Vendor Number:	
<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.**

Print or type See Specific Instructions on page 2.	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.

Sign Here	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 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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

21 a

On this the 22nd day of March, 2006, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present

- James D. Yarbrough, County Judge;**
- Patrick F. Doyle, Commissioner, Precinct No. 1;**
- Eddie Janek, Commissioner, Precinct No. 2;**
- Stephen D. Holmes, Commissioner, Precinct No. 3;**
- Kenneth Clark, Commissioner, Precinct No. 4; and**
- Mary Ann Daigle, County Clerk**

when the following proceedings, among others, were had, to-wit

A Resolution Authorizing the Establishment of a Collection Fee and Entering Into a Contract with the Firm of Linebarger Goggan, Blair and Sampson, LLP for the Provision of Collection Services Pursuant to Texas Property Tax Code §6.30

Whereas, pursuant to Texas Property Tax Code §6 30, the Commissioners' Court of a county may enter into a contract with a private attorney for the provision of collection services for delinquent property taxes,

Whereas, Texas Property Tax Code §§33 07 and 33 08, as amended by the Seventy-seventh Legislature by Act of May 17, 2001 authorizes Commissioner's Court to impose a collection penalty in an amount that does not exceed the amount of the compensation specified in the contract with the private attorney, and

Whereas, the source of the funds for the private attorney's compensation is the additional penalty paid by the delinquent taxpayer, rather than the public treasury

Now, Therefore be it Ordered as Follows:

1) That the Commissioners' Court be and it is hereby authorized to execute that one certain Agreement with the law firm of Linebarger, Goggan, Blair and Sampson, LLP attached hereto as Exhibit "A"

2) That taxes for the year 2005 and taxes for all subsequent years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Tax Code §§ 6 30 and 33 07 as amended

3) That taxes for the year 2005 and taxes for all subsequent years that remain delinquent on or after June 1 under Texas Tax Code §§26 07(f), 26 15(e) 31 03, 31 031, 31 032 OR 31 04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Tax Code §§6 30 and 33 08, as amended

4) That this resolution shall take effect immediately from and after its passage in

Agreement for Tax Collection Services

This Agreement is made, effective this 22nd day of March 2006, between Linebarger, Goggan, Blair & Sampson, L L P ('Firm') and Galveston County ("County"), a political subdivision of the State of Texas

Article I

Nature of Relationship

1 01 The parties hereto acknowledge that this Agreement creates an attorney-client relationship. Recognizing that the attorney-client relationship is hereby created and exists between the parties hereto, Firm agrees to perform this Agreement in accordance with the highest ethical standards of their profession

1 02 The County hereby employs the Firm to provide the services hereinafter described for compensation hereinafter provided

Article 2

Scope of Services

2 01 The Firm shall undertake its best efforts to collect both real and personal delinquent property taxes and all costs, including but not limited to costs of title searches, court costs and publication fees, that are owed to the County and that are subject to this agreement. In so doing, Firm will comply with all applicable state and federal laws and regulations relating to the collection of such taxes. The 'best effort's performance standard will be defined in writing as specific tasks, duties and criteria, promulgated jointly by the Tax Assessor Collector and the Firm

2 02 The Firm shall intervene on behalf of County in all suits for taxes filed by any taxing authority on any property subject to taxation by the County. The County will deliver to the Firm a copy of the petition and citation served or otherwise received upon it in a case. It will be the Firm's duty to include in its answer or intervention all taxes delinquent before trial on the property involved regardless of when such taxes became delinquent and in all such cases the Firm shall be entitled to the commission herein provided for collecting taxes

2 03 The Firm and County will notify each other of any errors, double assessment or other discrepancies in the tax rolls found by them immediately upon discovery

2 04 The Firm will attend all Tax Resale Committee meetings in which the County is a participant. The Firm will provide such legal advice as is necessary to the members of the various committees. The Firm will prepare and circulate for execution all resale deeds in a timely manner. The Firm will also prepare a statement reflecting the distribution of funds on each resale. No additional compensation will be paid the Firm for rendition of this service

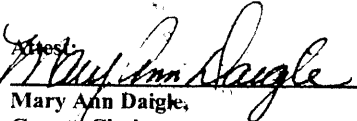
2 05 The County may from time-to-time specify in writing additional actions to be taken by the Firm in connection with the collection of taxes that are owed to the County. Fees for such additional actions, if any, will be negotiated at the time of the request. County constitutes and appoints the Firm as County's attorneys to sign and send all reminder letters of notice of taxes due to mortgagors who have an escrow account, other reminder letters and all demand letters for payments. Firm agrees to prepare and send the above described reminder and demand letters as part of its compensation under this Agreement. County further constitutes and appoints the Firm to sign all legal instruments, pleadings, drafts,

accordance with the provisions of the law

Upon Motion Duly Made and Seconded, the above Order was unanimously passed on this the 22nd day of March, 2006

County of Galveston, Texas

BY: 
James D. Yarbrough, County Judge


Mary Ann Daigle,
County Clerk

authorizations and papers as shall be reasonably necessary in state courts and federal bankruptcy proceedings to prosecute the County's claim for taxes

2.06 Taxes owed to the County shall become subject to this agreement upon the following dates, whichever occurs first

(a) On February 1 of the year in which the taxes become delinquent if a previously filed tax suit is then pending against the property subject to the tax,

(b) On the date any lawsuit is filed with respect to the recovery of the tax if the tax is delinquent and is required to be included in the suit pursuant to TEX. TAX CODE § 33.42(a),

(c) On the date of filing any application for tax warrant where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of County's Tax Assessor-Collector,

(d) On the date of filing any claim in bankruptcy where recovery of the tax is sought,

(e) In the case of delinquent tangible personal property, on the 60th day after the February 1 delinquency date if County's governing body takes official action in imposing an early additional penalty for collection costs under Section 33.11, Texas Property Tax Code, or

(f) On July 1 of the year in which the taxes become delinquent

2.07 Computer System In order to enable the Firm to more efficiently collect delinquent taxes and to enhance the level of collections, the Firm agrees to install, maintain and upgrade its ACT Oracle® 7.0 computer system (the "System") in the County's Tax Office (the "Tax Office") at no expense to the County or any taxing entities for which the County currently collects taxes. The County will pay only for local equipment and local costs necessary to facilitate the County's connection to the System, including but not limited to routers, hubs and data transmission lines.

The Firm agrees to assign an employee, designated as 'Implementation Manager', to supervise the installation, conversion and testing of the System. The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of the System, as well as appropriate staff training.

(a) The Firm agrees that the installation of the System shall include the software modules and hardware configuration set out in Schedule No. 1 of the Computer System License and Maintenance Agreement ("System Agreement") dated of even date herewith and attached as Exhibit A. The Firm also agrees to abide by the terms of Exhibit B entitled 'Galveston County Conversion to ACT 7.0'. This Exhibit B sets forth the relative responsibilities of the Firm and the County for the data conversion, installation, and the terms and restrictions of the licensing and maintenance agreement. The installation shall be completed, tested and fully functional by July 25, 2006, and if there are delays in installation, the Firm will provide written notice of the delay, with an explanation of the delay and the length of delay. Such information is necessary to enable County to coordinate the termination of its existing contract with Net Data so as to minimize the cost to County of such termination. The County's Tax Office and its Information Technology Departments shall review the notice of delay, and approval of the delay will not be unreasonably withheld. Any expenses incurred by County solely as a result of Firm's delay will be paid by the Firm.

(b) The Firm, at no expense to the County or for any other taxing jurisdiction for which the County currently collects taxes, agrees to provide all System modifications requested by the Tax Office, including upgrades and expansions necessary to accommodate demands on the System due to increased number of accounts for jurisdictions for which the Tax Office is providing collection services as of July 25, 2006. The Tax Office will make any request for System modifications in writing with sufficient specificity to identify the exact change being requested and the reason the change is necessary or desirable. Within five (5) business days of receiving such a request, the Firm will provide a response to the request stating the Firm's opinion regarding the advisability and/or necessity for the modification and an estimate of the number of programming hours necessary to make the modification. After receiving the Firm's response, the Tax Office will notify the Firm if it wants to proceed with the modification. There will be no charge for any modifications requested on behalf of the Participating Agencies, or any jurisdiction for which the County collects *ad valorem* taxes as of July 25, 2006 or for any modification adopted by the Firm as part of the base ACT 7.0 system. After July 25, 2006, the County may enter into Interlocal Agreements with additional taxing jurisdictions ("Additional Jurisdictions"), and the Firm agrees to perform all necessary System modifications requested by the County on behalf of the Additional Jurisdictions. These changes will be charged at rates not to exceed those shown in Schedule No. 2 to the System Agreement ("Hourly Development Rates"). If additional hardware (data storage devices, CPU memory, telecommunications switches or routers, PCs, etc.), software, software maintenance and/or licensing agreements with third parties (e.g., Oracle®), and/or bandwidth becomes necessary as a result of the Additional Jurisdictions, the costs to the Firm associated with these additions may be charged in proportion to each Additional Jurisdiction's pro rata number of accounts compared to the total accounts for all jurisdictions added since the last infrastructure enhancement. The County shall make provision for the payment of these charges in the Interlocal Agreements, and the County shall be responsible for such payment of these charges only to the extent that funds become available for such payments under the Interlocal Agreements.

(c) The Firm shall provide the data conversion needed to add all existing data belonging to County and for other taxing jurisdictions for which the County collects *ad valorem* taxes as of July 25, 2006, and any other taxing jurisdictions that the County contracts with for the collection of *ad valorem* taxes before July 25, 2006, and such conversions shall be exempt from the imposition of all fees associated with the conversion of their data to the System. After July 25, 2006, the County may enter into Interlocal Agreements with new taxing jurisdictions, and the Firm agrees to perform all necessary data conversion at a cost not to exceed that as determined in Schedule No. 2 to the System Agreement ("Data Conversion Charge"). Each Data Conversion Charge will be paid by the appropriate taxing jurisdiction. The Firm may also bill additional annual charges for the new Jurisdictions use, or whose tax collection attorneys use, delinquent tax software systems that do not presently interface with the ACT 7.0 System, at a cost not to exceed that shown in Schedule No. 2 to the System Agreement ("Interface Accommodation Charge").

(d) The Firm warrants that it has good title to the System free of any proprietary rights, liens, or encumbrances of any other party. The Firm further warrants that it will routinely, timely and successfully implement changes to the System, as set out in the System Agreement. No work shall be performed by the Firm prior to approval by the Tax Office of the proposed changes. The warranty shall extend to all modifications and additions to the System by the Firm unless the modification has been requested by Galveston County and the Firm has advised (stating the reasons therefore) against the modification. If the Firm has advised against the modification, the parties will meet in a timely manner and determine whether it is feasible to make such modifications that are mutually acceptable.

(e) The Firm shall have no authority to alter any data provided to the Firm unless specifically authorized by the Tax Assessor-Collector. Any data provided by the Tax Office to the Firm may only be used in the collection of delinquent *ad valorem* taxes.

(f) The fee provisions of Article 3 below contemplate the continuation of the tax collection business in Galveston County as it presently exists, with each taxing jurisdiction able to choose whether they collect their own taxes or contract that duty out to another tax office. Should the State of Texas pass legislation that requires the consolidation of tax collections at either the Tax Assessor Collector's office or at the Central Appraisal District, then the provisions regarding data conversion, interface accommodation, direct cost reimbursement for hardware, software, and bandwidth additions, and maintenance fees may become moot or commercially unfeasible, and either party may request that the billing treatment for these costs be renegotiated between the parties.

Article 3 Compensation

3.01 County agrees to pay to the Firm, as compensation for the services required herein, as follows:

(a) fifteen (15%) percent of the amount of all 2004 and prior year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the Tax Assessor Collector during the term of this contract, as and when collected, and

(b) twenty (20%) percent of the amount of all 2005 and subsequent year taxes, penalty and interest subject to the terms of this contract as set forth in Paragraph 2.03 above, collected and paid to the Tax Assessor Collector during the term of this contract, as and when collected.

3.02 The County shall pay the Firm by the twentieth day of each month, all compensation earned by the Firm for the previous month as provided in this Article 3. All compensation above provided for shall become the property of the Firm at the time payment of the taxes, penalty and interest is made to the Tax Assessor Collector.

3.03 The Firm agrees that the County's County Auditor or his designated representatives shall, for the purpose of audit and examination, be given the unfettered right to inspect all work, materials, and other data and records in the Firm's possession for the purpose of ensuring that the compensation tendered the Firm is in accordance with the terms of this Agreement.

3.04 From time to time the Firm will be receiving tax payments belonging to the County and other taxing entities for which the County collects taxes. Accordingly, before any commissions are paid out under the terms of this Agreement, the Firm shall furnish an irrevocable letter of credit in a form and from a Bank acceptable to the County issued for the term of this Agreement in the name of the Tax Assessor-Collector for the County of Galveston in the amount of \$100,000 with the only conditions being placed on honoring the letter of credit being that it will be honored at such times and in such amounts whenever the original of the Letter of Credit is presented to the bank by the County Tax-Assessor Collector for payment to the County.

3.05 The County authorizes the Firm to acquire at a Sheriff's Sale real property in the name of the County of Galveston as Trustee whenever bids are received that fail to cover the amount of the judgment lien plus all costs and expenses incurred. The County agrees that these parcels of land will be actively marketed for resale by the various tax resale committees currently created by Interlocal Agreement and in accordance with the terms of §34.05 of the Texas Property Code.

3.06 In the instance in which the tax liens are foreclosed at public sale and the County buys the property at such foreclosure sale, the fee owing the Firm herein shall accrue upon the resale of the property to a third party and will be paid in accordance with the terms of this Agreement solely out of the net proceeds of the sale to the extent such proceeds are available during the next monthly billing cycle

Article 4 *Intellectual Property Rights*

4 01 The County recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The County agrees and hereby grants to the Firm the right to use and incorporate any information provided by the County ('County Information') to update the databases in this proprietary software. But, notwithstanding this right, all delinquent tax and related data entered into this proprietary software that relates to the County and/or any taxing entity for which the County collects taxes shall belong to County and, upon expiration or early termination of this License Agreement, will be expeditiously transferred in a commonly accepted format to a successor data processing system chosen by the County. Also, notwithstanding that County Information has been or shall be used to update the databases in the proprietary software, the parties further stipulates and agrees that the County shall have no other rights or ownership in and to the software, except that the County shall be entitled to obtain a copy of such data that directly relates to the County's accounts at any time.

4 02 The Firm agrees that it will not share or disclose any specific confidential County Information with any other company, individual, organization or agency, without the prior written consent of the County, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use County Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain County Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

Article 5 *Costs*

5 01 The Firm and County recognize that publication costs for citations and notices of sale and title abstract costs will be incurred in the process of providing the litigation services contemplated in this Agreement. All such costs shall be billed to the County, in care of the Firm, and the Firm will advance the payment of such costs on behalf of the County. Upon recovery of such costs from the defendants or from the tax sale of defendants' property to third parties, the Firm shall be reimbursed for the advance payment. The Firm will arrange with the vendor or agency providing the service that actual payment of the costs of services is wholly contingent upon recovery of such costs by the County or the Firm from the defendants or from the tax sale of defendants' property. In such contingent arrangements, the County has no responsibility or liability for payment or advancement of any costs, other than forwarding to the vendor or service provider any cost amounts received from defendants or from the tax sale of defendants' property.

5 02 The County acknowledges that the Firm may provide services, such as title research, with its own employees or with other entities or individuals who may be affiliated with the Firm, but the Firm agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party. The County agrees that upon the recovery of such costs, the

County will pay the Firm for any such costs which have been advanced by the Firm or performed by the Firm or its affiliates

Article 6
Term and Termination

6 01 This Agreement shall be effective on March 22, 2006 (the 'Effective Date') and shall expire on March 22, 2010 (the 'Expiration Date') unless extended as hereinafter provided

6 02 Unless prior to 60 days before the Expiration Date, the County or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional two year period without the necessity of any further action by either party. In the absence of any such 60 day notice by either the County or the Firm, the Agreement shall continue to automatically renew for additional and successive two-year terms in the same manner at the end of each renewal period.

6 03 If at any time during the initial term of this Agreement or any extension hereof, the County determines that the Firm's performance under this Agreement is unsatisfactory, the County shall notify the Firm in writing of the County's determination. The notice from the County shall specify the particular deficiencies that the County has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the County remains unsatisfied with the Firm's performance, the County may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the Firm of such termination ('Termination Date').

6 04 Notwithstanding any paragraph in this Agreement to the contrary, this Agreement may be terminated by Client for any reason or no reason or for convenience upon one hundred twenty (120) days prior written notice to the Firm.

6 05 Whether this Agreement expires or is terminated, the Firm shall be entitled to continue to prosecute any tax suits, applications for tax warrants or bankruptcy claims pending on the Termination Date or Expiration Date for an additional six months following termination or expiration. The County agrees that the Firm shall be compensated as provided by Article 3 for any base tax, penalties and interest collected in the pending matters during the six-month period.

6 06 The County agrees that the Firm shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the County, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this Agreement constitutes a waiver by the Firm of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any six-month period under Section 6 04 does not constitute any such waiver by the Firm.

6 07 Upon expiration (with non-renewal) or early termination of this Agreement, the Firm will use its best efforts to transfer, in a timely manner and at no additional cost to the County all data and information pertaining to both the County and to other taxing entities for which the County collects taxes that is stored in the integrated data processing system belonging to the Firm. This data and information will be delivered in a commonly accepted format to a successor data processing system chosen by the County. Alternatively, the County may decide to pay the monthly licensing and maintenance fee for such information to the Firm as more fully described in Article 7 1 of Exhibit "A" attached hereto.

Article 7
Miscellaneous

7 01 *Assignment and Subcontracting* This Agreement is not assignable, provided however, the Firm may from time to time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor. All such assignments and subcontracting shall be subject to prior written consent by Galveston County.

7 02 *Venue/Mediation* This Agreement is performable in and venue shall lie in Galveston County, Texas. Any controversy between the parties to this Agreement involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall, on the written request of one party served on the other, and prior to the institution of any litigation, be submitted to mediation in Galveston County and the costs of such mediation will be shared equally by both parties.

7 03 *Integration* This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

7 04 *Representation of Other Taxing Entities* Unless prohibited in the Interlocal Agreement between the County and other taxing entities, the County acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the County's claim.

7 05 *Representation of County* Should the Firm and/or the County and/or the Tax Assessor Collector become a defendant in a suit filed by a third party arising from the Firm's collection services, the Firm will represent both itself, the County and the Tax Assessor Collector in such action. Firm will provide such defense at no additional cost to County. If a conflict of interest arises for the Firm, and the County Legal Department is unable to provide such defense for the County and/or the Tax Assessor Collector, the Firm will provide for the payment of such defense chosen by the County.

7 06 *Contested Actions* In any litigation where a defense of excessive valuation or fraudulent or inherently illegal system or scheme of taxation, assessment or equalization is interposed as a defense, the Firm will immediately notify the County that such a defense has been interposed, whereupon the County may, at their option, employ additional or other counsel.

7 07 *Indemnity* The Firm agrees to and shall indemnify the County, the Tax Assessor Collector and all other taxing entities for which the County collects taxes harmless from any loss or damage of any nature whatsoever occasioned County as the direct or indirect result of the Firm's negligent or intentional acts or omissions while performing this Agreement, provided however, that nothing herein shall be construed or interpreted so as to provide a policy defense or to avoid or impair the coverage or protection afforded by any policy or liability insurance or other policy of insurance maintained by any party hereto, their officers, agents or employees.

7 08 *Notices* Any notices to be given herein by any party to any other party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt.

requested. Mailed notices shall be addressed to the parties at the addresses appearing below or at any other address from time to time given by one party to the other.

County Judge
County of Galveston
722 Moody, Suite 200
Galveston, Texas 77550

Tax Assessor Collector
County of Galveston
P O Box 1169
Galveston, Texas 77553

Linebarger, Goggan, Blair and Sampson, L L P
P O Drawer 77590
621 6th Street North
Texas City, Texas 77590

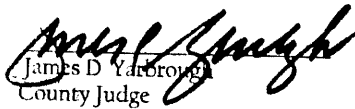
7.09 Tax Assessor Collector Agreement The Honorable Cheryl E Johnson, Assessor Collector of Taxes joins in the execution of this Agreement to evidence her acceptance of the terms and conditions of this Agreement as they apply to her office.

In consideration of the terms and compensation herein stated, the Firm hereby accepts said employment and undertakes the performance of this Agreement as above written. This Agreement is executed on behalf of the Firm and of the County by the duly authorized persons whose signatures appear below.

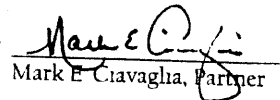
Galveston County

Linebarger Goggan Blair
& Sampson, L L P

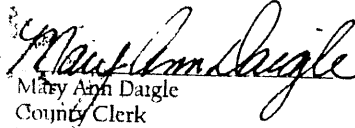
By


James D. Yarbrough
County Judge

By


Mark E. Ciavaglia, Partner

Attest

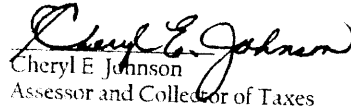

Mary Ann Daigle
County Clerk

Date 3/24/2006

Date 22 MARCH 2006

Galveston County
Tax Assessor Collector

By


Cheryl E. Johnson
Assessor and Collector of Taxes

Date 3/24/06

Exhibit "A"
Linebarger Goggan Blair & Sampson, LLP
Computer System License and Maintenance Agreement

This Agreement is entered into and effective as of the 22nd day of March, 2006, by and between Linebarger Goggan Blair & Sampson ("Firm") and Galveston County, Texas ("County")

1 Definitions

Certain Capitalized terms not otherwise defined herein shall have the following meanings

- 11 "Contract" means the contract entered into between County and the Firm of even date herewith, for the collection of delinquent *ad valorem* taxes, and certain ancillary services, and all amendments, prior or subsequent to the execution date of this licensing and maintenance agreement
- 12 "Hardware" means any and all hardware, including, but not limited to, that described in Schedule No 1, installed by the Firm in the County's Tax Office to operate the System. All remaining hardware is located in San Antonio, Texas
- 13 "System" means an integrated data processing system including the programming configuration described in Schedule No 1 attached hereto, and sometimes referred to as "ACT 70", and all upgrades and modifications. The term also includes Hardware as defined herein
- 14 "User Manual" means an instruction manual designed to teach persons with some knowledge of tax collection to use the System
- 15 "Works" means the System, source code, and the User Manual

2 Grant and Acceptance of License

The Firm grants to County a non-exclusive, non-assignable license to use ACT 70, all subsequent versions, upgrades and modifications, and County accepts such license, subject to the terms and conditions of this Agreement. Use of the System shall include copying all or any part of the System from storage units or media into the Hardware, the processing of data with the System, and modifying the System, and use of the User Manual shall consist of such reference to such Works as may be necessary in connection with such use of the system

3 Term of License

The license granted hereby shall commence on the date of this Agreement and shall be perpetual except as expressly provided in Section 7

4 Proprietary Rights and Limitations on License

County acknowledges that the Works are the confidential and proprietary property and trade secrets of the Firm or licensors of the Firm. Accordingly, County agrees that the use and disclosure of the Works must be carefully and continuously controlled, subject to all present or future legal

requirements, including but not limited to the Texas Public Information Act. County further understands and acknowledges that the Works are subject to the Copyright Laws of the United States

- 4.1 Title Except as provided in Section 7, title to the Works and each component part thereof shall not pass to County pursuant to this Agreement. County shall keep the Works and each component or part thereof free and clear of all claims, liens and other encumbrances, except only those of the Firm. Any purported claim, lien or encumbrance, voluntary or involuntary, by on the Works or any part thereof shall be void. All modifications or changes to the Works made by the Firm are the sole property of the Firm. County shall have no ownership interest in such modifications, whether or not such modifications are performed pursuant to this Agreement, except as hereinafter provided.
- 4.2 Use The Works made the subject of this license are for the exclusive use by the Tax Assessor-Collector and the County Auditor (for purposes of audit) and any successor officer or officers performing the authorized functions to which this license extends. This license only extends to the use of the Works in connection with the authorized functions of the Tax Assessor-Collector and such successor officers, not including functions as Voter Registrar for Galveston County.
- 4.3 Other Restrictions County agrees not to, without the prior written consent of the Firm, (i) sell, lease, loan, license, sub-license, assign or transfer, for or without consideration, all or any part of the Works or its rights under this Agreement to any person or entity other than to any subsidiary, division or other affiliate of County or any other political subdivision under the supervision of the Galveston County Commissioners Court, in which case County shall not be released from any of its obligations hereunder and such permitted assignee shall execute in writing a document under which it assumes the obligations of County under and becomes bound by the terms and conditions of the Agreement, (ii) copy, reproduce or otherwise duplicate all or any part of the Works other than in connection with the use of the System by County as expressly permitted hereunder, or (iii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, all or any part of the Source Code or, if the Source Code has been obtained by County hereunder, any program or set of programs performing substantially equivalent functions as those performed by the System. The Works shall be kept in a secure place under access and use restrictions not less stringent than those restrictions imposed upon County's most valuable and sensitive software and related materials.
- 4.4 Unauthorized Use County agrees to notify the Firm immediately of the possession, use or knowledge of any part of the Works by any person not authorized by this Agreement to have such possession, use or knowledge. County will promptly furnish the Firm full details of such possession, use or knowledge, will assist the Firm in preventing the recurrence of such possession, use or knowledge and will cooperate with the Firm in any litigation against third parties deemed necessary by the Firm to protect its proprietary rights in the Works.
- 4.5 Backup Files Copies of all or any part of the System made by County in accordance with backup procedures shall not constitute copies thereof for the purposes of Section 4.4 (u) above.
- 4.7 Inspection To assist the Firm in the protection of its proprietary rights in the Works, County shall permit representatives of the Firm to inspect at all reasonable times any location at which the Works are being used or kept.

4.8 Ownership of Data All delinquent tax and related data entered into Works that relates to the County and/or any taxing entity for which the County collects taxes shall belong to County and, upon expiration or early termination of this License Agreement will be expeditiously transferred in a commonly accepted format to a successor data processing system chosen by the County

5 System Costs

5.1 Maintenance Fee Subject only to the provisions of Section 7.1 below, the Firm will not charge a monthly Maintenance or upgrade Fee

5.2 Telecommunication and Data Transmission Lines, Internet The County will pay for local equipment and local costs necessary to facilitate the County's connection to the System, including but not limited to routers, hubs and data transmission lines The Firm agrees to accept the County's chosen data transmission line, so long as the County's choice is adequate to achieve the functions set out herein The Firm shall not be responsible for any local costs for telecommunication lines, data transmission lines, and internet services including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for County to use the System in the manner intended The Firm agrees to assist County in acquiring these services and verifying their adequacy for the purpose intended, but the Firm does not assume liability for the proper functioning of these services or for any loss to County due to failure, degradation, or alteration of these services The Firm will pay for all non-local costs for telecommunication lines and data transmission lines including but not limited to service charges, maintenance fees, equipment fees, or installation charges that are required for County to use the System in the manner intended Non-local costs include any required communication costs between the System and off-site locations of the Firm

6 Warranty and Technical Support

6.1 Warranty The Firm warrants that it has good title to the Works and the right to license its use to Galveston County free of any proprietary rights, liens, or encumbrances of any other party The Firm also warrants that the Works is fully functional and presently complies with all existing state and federal laws and regulations including but not limited to the State of Texas' Property Tax Code and federal bankruptcy regulations The Firm further warrants that it will timely implement changes into the System to meet state mandated requirements as contained in the Property Tax Code as published by the Texas State Comptroller prior to the date such changes become effective The warranty shall extend to all modifications and additions to the Works by the Firm unless the modification has been requested by County and the Firm has advised against the modification In the event the Firm advises against the modification the Firm will give the County reasons why it so advises in order that the parties might be able to determine if an alternative method of modification acceptable to the Firm is available

This warranty shall not extend to any portion of the works affected by County-modified or added portions of the works

6.2 Disaster Recovery The Firm shall furnish the County with a written description of a System disaster recovery plan Such plan shall include procedures to insure System downtime is

limited to less than 48 hours. The Tax Assessor-Collector shall promptly approve or disapprove such plan, approval shall not be unreasonably withheld.

6.3 Staff. The Firm agrees to assign an employee, designated as 'Implementation Manager', to supervise the installation, conversion and testing of the System. The Implementation Manager will spend such time as is reasonably required to successfully ensure the timely and expeditious installation, conversion and testing of the System, as well as appropriate staff training.

7 Termination

7.1 Termination by County. County may terminate this Agreement at any time with thirty (30) days prior written notice. Upon the expiration or termination of the Contract, the license granted herein shall continue in effect and County may continue to use the ACT 7.0 System (together with any System Customization) for up to twelve (12) months from the date of termination by paying a monthly licensing and maintenance fee to the Firm of \$2,000, during which time the Firm shall implement changes into the System to meet state mandated requirements as contained in the Texas Tax Code as published by the Texas State Comptroller. It is understood that County has made no funds available to pay this monthly licensing and maintenance charge, and any such payments shall be at the option and discretion of the County. Should the County opt not to make such a payment, the Firm's only remedy shall be to terminate the license if the County fails to make any payment within 30 days after notice by the Firm that the County has not made the payment and that the Firm intends to cancel the license. Under no circumstances shall the County have any liability to the Firm for failure to pay license fees. If the County terminates this agreement after January 31, 2006 the County may purchase the Hardware for \$20,000.

7.2 Termination by the Firm. The Firm may terminate its duty to support the System under the terms of this Agreement and the Contract only if (1) The Firm has terminated the support of ACT 7.0 for itself and all other persons, (2) the Firm has provided County with two (2) years notice of such termination, and (3) the Firm has provided the source code ACT 7.0 to County, which shall then, at no cost to County, have full ownership of ACT 7.0 for all purposes without any restriction or obligation provided for elsewhere in this Agreement, and County shall have such ownership in whole or in part and the right to grant licenses to use ACT 7.0 to any person. County shall have the sole responsibility of any system update or support thereafter. In addition, the Firm may terminate its duty to support the System if it substitutes another system of equal or better quality. Termination of the System will also, at the option of County, automatically terminate the Firm's delinquent tax contract with the County. In addition, the Firm will waive its right to continue to collect delinquent taxes for the time period stated in Article 6.05 of the delinquent tax contract executed of even date herewith.

8 General

8.1 Notices. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be duly served when deposited in the United States mail, postage pre-paid and addressed to the party to be notified, or by delivering the same in person to such party. Notices given by mail in the manner herein above described shall be deemed received three days after the date mailed. For purposes of notice, the addresses of the parties shall be as follows:

- (i) to the Firm for payments
 Appraisal and Collection Technologies
 P O Box 17428
 Austin, TX 78760
- (ii) to the Firm for any other reason
 Mr Jim Brod, Director
 Appraisal and Collection Technologies
 911 Central Parkway North
 San Antonio, Texas 78233
- (ii) to County
 Galveston County
 722 Moody, Suite 200
 Galveston, TX 77550
 Attn County Judge
- (iii) additional notices to
 The Honorable Cheryl E Johnson
 Galveston County Tax Assessor Collector
 722 Moody
 Galveston, Texas 77550
 Harvey Bazaman
 Galveston County Attorney
 123 Rosenberg, Suite 4127
 Galveston, Texas 77550

The Firm or County may advise the other party by written notice any other contact person or contact address given in the manner herein above required

- 8.2 Partial Invalidity If any provision of this Agreement shall be held to be invalid, illegal or unenforceable as applied to any person or any circumstance, the validity, illegality and enforceability of the remaining provisions hereof and of such provision as applied to other persons and in other circumstances shall not in any way be affected or impaired thereby
- 8.3 Headings The headings in this Agreement are intended only for convenience of reference and shall not in any way affect or be relied upon in the interpretation or construction of the terms of this Agreement
- 8.4 Authority of Signatories The individuals executing this Agreement on behalf of the Firm and County do each hereby represent and warrant that they have been duly authorized by the Firm or governing body to execute this Agreement on behalf of such principal

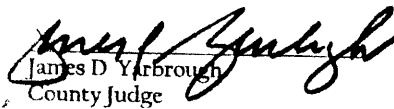
- 85 Confidential Information The Firm and County each acknowledge that in the course of performing under this Agreement each may be exposed to confidential information of the other party The Firm and County agree, subject to the terms and conditions of the Texas Public Information Act, to treat all such information as confidential and to take all reasonable precautions against disclosure of any such information to third parties during and after the term of this Agreement
- 86 Joint Cooperation The Firm and County agree to cooperate in good faith and in a reasonable prudent business manner with each other in furtherance of the objectives of this Agreement and the performance of their respective obligations hereunder
- 87 Governing Law This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of Texas and venue shall lie in Galveston County
- 88 Assignability, Binding Effect Except as otherwise provided in this Agreement or the Contract, neither the rights nor the obligations of County under this Agreement, nor any part thereof, may be assigned or otherwise transferred without the prior written consent of the Firm Subject to the foregoing, this Agreement, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns
- 89 Entire Agreement and Amendment This Agreement, along with the Contract, contains the entire agreement of the parties and supersedes all prior oral or written and all contemporaneous oral agreements between the parties concerning the subject matter thereof This Agreement may be amended only by a writing signed by both parties hereto
- 810 Indirect or Consequential Damages Except as provided for in the Contract, neither the Firm nor the County shall be liable to the other for special, indirect or consequential damages resulting from the breach of or arising out of this Agreement including, without limitation, loss of profit, business interruption, or inability to satisfy obligations to third parties

In Witness Whereof, the parties hereto have executed and entered into this Agreement effective as of the date first above written

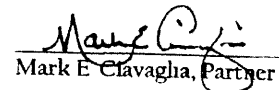
Galveston County

Linebarger Goggan Blair &
Sampson, LLP

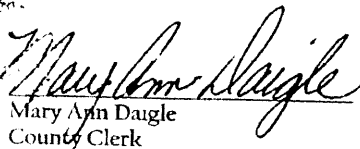
By


James D. Yarbrough
County Judge

By


Mark E. Clavaglia, Partner

Attest:


Mary Ann Daugle
County Clerk

SCHEDULE NO 1

The system will be configured pursuant to an implementation plan to be jointly developed and approved by the Tax Office and the Firm, but shall be sufficient to satisfy the following minimum requirements

- System must be sized to handle 350,000 accounts and 60 taxing jurisdiction, expandable to 75
- CPU sized at level that allows for the average lookup time to be 1-2 seconds
- CPU sized to allow standard reports & statements to run as least as fast as we currently run (we are verifying data)
- Disk drives must be sized at least 1.5 times the base data at all times during the term of the contract
- System must be updated and maintained for all legislative changes
- The Firm must provide backup data plan

The Hardware, as referenced in Paragraph 7.1 of the ACT Agreement is described as

- Two 2821 routers with IP/FW/IDS IOS software
- One T1 WIC Card per router

SCHEDULE NO 2

Data Conversion Charge (includes conversion for up to 20 years from automated data and its corresponding balancing) County has no liability for any cost, fee or charge related to data conversion. Charges for data conversion will be negotiated between the taxing entity, the Firm and ACT at the time of proposed data conversion. Charges for data conversion will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking data conversion.

Interface Accommodation Charge (to provide for input and output functions between the ACT 70 system and delinquent tax systems that do not use the standard ACT 70 interface included within the system specifications at the time of system acceptance) County has no liability for any cost, fee or charge related to Interface Accommodation. Charges for Interface Accommodation will be negotiated between the taxing entity, the Firm and ACT at that time. Charges for Interface Accommodation will not exceed the amounts allowed by the appropriate procurement statutes governing the taxing entity seeking Interface Accommodation.

Exhibit 'B'

Galveston County Conversion to ACT 7.0

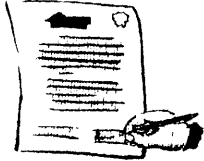
This document is a draft
which is subject to mutually
agreed changes by Galveston County
Tax Office and ACT

Scope Document

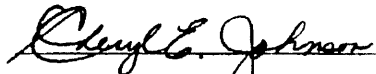
WQ

Name

Author	Dawn Chenoweth
Date	February 14, 2006
Version	1.0



ACT Management Approval
Jim Brod, Director
Date _____



Galveston County Tax Office Approval
Cheryl Johnson, Tax Assessor-Collector
Date 3/24/06

Galveston County Conversion to ACT 7.0

Document Control

Change Record

Date	Author	Version	Change Description
2/14/2006	Dawn Chenoweth	1	

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Introduction

Appraisal & Collection Technologies (ACT) is the commercial software division of Linebarger Goggan Blair & Sampson, LLP, a law firm that is the leader in supplying both current and delinquent tax collections to major Counties, Cities, and School Districts in Texas and several other large cities in the United States

ACT is a leader in developing, installing, and supporting user-friendly tax collection systems that meet processing needs while providing an ease and economy of adaptability with future technology. ACT's system includes state-of-the-art tax collection software, a comprehensive audit package, and extensive reporting capabilities.

ACT is committed to a policy of continuous improvement of its products and services related to the collection of both current and delinquent ad valorem taxes.

Our Understanding

GALVESTON COUNTY TAX OFFICE has established certain goals to achieve during the summer of 2006. One of these goals is to improve their tax collection system with state-of-the-art technology including software and hardware that performs on a relational database platform. The replacement system will retain, at a minimum, all of the technological advancements and enhancements made to the Tax Collection Process since 1998. This replacement system must supply the functionality to support recent and any future legislative mandated changes.

In order to continue accomplishing the technology improvements within GALVESTON COUNTY TAX OFFICE, ACT 7.0 tax collection software will be implemented. This software is fully integrated and will allow GALVESTON COUNTY TAX OFFICE to accomplish most tasks electronically.

In this specific implementation, the following modules of ACT will be utilized:

- **Base Tax Collection System**
 - Billing
 - Collections
 - Records Maintenance
 - Reports

- **Subsidiary Systems**
 - Customer Service
 - Mortgage Company
 - Litigation and Enforcement
 - TaxLedge
 - Offline Remittance Capture
 - Internet
 - Appraisal District
 - Special Inventory Tax System

ACT software enables the following functions:

- Current and Delinquent Tax Collection
- Concurrent Collection of Multiple Taxing Authorities
- Supplements and Adjustments Processing
- Online and Batch Payment Processing

- Refunds – (Requested, Automatic and Prior Year)
- Special Exemptions
- Returned Mail Processing
- Jurisdiction Control
- Comments, Notes and Event Tracking
- Change Logging
- Delinquent Attorney Support
- Offline Remittance Capture Module
- Security and Recoverability
- Comprehensive Audit Trail
- Extensive Reporting System
- Tax Ceiling Management
- TIF / TIRZ processing
- Exemption management
- Lockbox
- System security
- On-screen help
- Over 65 freezes of multiple entities
- Records maintenance
- Mobile (manufactured) home lien filings and releases
- Added value processing and accounting for properties with tax freezes

In addition to the ACT software, the Oracle Discoverer application, developed by Oracle Corporation, shall be utilized for user defined reporting purposes. Oracle Discoverer is an intuitive ad hoc query, reporting, analysis, and web-publishing tool that allows business users at all levels access to information from databases. Discoverer's intuitive user interface guides the end user through the entire process of building and publishing sophisticated reports and graphs. Users can quickly and easily choose from multiple charting and layout options to rapidly create a visual representation of their query results.

The following sections of this proposal define the scope of work that ACT will perform based upon the understanding of the current application issues discussed during several meetings between GALVESTON COUNTY TAX OFFICE and ACT.

Both the Galveston County Tax Office and ACT shall use their best efforts to resolve any and all issues, problems, conditions, and/or goals in connection with the installation, testing, and operation of the ACT system whether such matters are identified through planning, accident, and/or omission.

Project Scope

The purpose of this project is to improve the tax collection system currently utilized at GALVESTON COUNTY TAX OFFICE. All business processes within the tax office will be reviewed. The ACT provided solution will provide comprehensive property tax payment information and required reports through its use of the relational database technology. The existing computer system, network, and internet access support will be entirely replaced upon the successful completion of this project.

ACT proposes to perform an implementation project based on our understanding of GALVESTON COUNTY TAX OFFICE's existing system. Various assumptions have been made and defined below. These assumptions will need to be agreed upon as the project continues.

Software Applications

The ACT 7.0 software is comprised of two (2) major components--Base Tax Collection System and Subsidiary Systems. The scope of this project encompasses all modules as described below.

Base Tax Collection System

The base tax collection system is composed of four modules: Billing, Collections, Records Maintenance, and Products. All basic tax collection functions associated with sending a bill, processing payments, making corrections, and reporting are included in these four modules.

Billing

The Billing Module shall support the processes involving assessment, production, and delivery of tax statements for each jurisdiction assigned to an account. Additionally, the module shall facilitate any additional formal communication delivered to taxpayers or agents including subsequent notices for current year taxes and delinquent notices. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Original Tax Bills
- Additional Current Bills
- Installment Agreements
- Determination of Agricultural Rollback Taxes
- Current Over 65 and Disabled "Quarterly" payment plans
- 33 07 Letters in May
- 33 08 Letters as appropriate
- Current Bills When Partial Payments are Received
- Daily Overpayment Letters
- Daily Receipts
- Batch Billing and Customized Billing Capabilities (Null Statements)
- Search and Batch creation capabilities (QC Test Case)
- Updating base records with billing dates and formats as necessary

Collections (Cashier)

The Collections Module shall provide the mechanism for over-the-counter payments and all receipting functions including lockbox and multiple site receipting with independent reconciliation functions. This module contains the interface forms used by cashiers to record simple, complex, partial, and special payments for current and delinquent taxes. Additionally, the module supports concurrent collection of multiple taxing authorities and contains the forms to reverse and transfer funds. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Customer Payment at Tax Office
- Payment Reversed and Re-applied
- Over the Counter Receipts
- Lockbox processing
- Accepting payments/giving receipts at additional branch offices or annexes

Records Maintenance

The Records Maintenance Module shall provide the ability for payment agreement processing, return mail processing, address correction processing, and the manual entry of account information into the tax system database. This module is composed of the interface forms used by tax office clerks to directly add or alter any non-payment related information in the system. Furthermore, this component shall facilitate the entry of new year tax rates from jurisdictions and exemption calculation rules into the system. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks:

- Update Jurisdiction Information for New Year
- Return Mail Processing
- Process Address Change Request
- Values and Exemption changes
- Intangible Property Entry
- Entry of Litigated Account Settlements
- Freeze management
- Over 65/disabled person status management

Reports & Products

The Reports & Products Module shall include all existing tax office reports including, but not limited to, the current and delinquent tax rolls. The Collectors Monthly Report and Funds Distribution Report are also included in the report set for this component. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE reports associated with these tasks:

- Current Tax Rolls
- Delinquent Tax Rolls
- Supplement/Adjustment Rolls
- Online Products
- Distribution Reports
- Tax Collector's Monthly Report
- Create export file

Subsidiary Systems

Customer Service

The Customer Service Module shall support the tax office by providing individualized assistance to taxpayers. This module shall support multiple methods of account identification. It shall have extensive note taking and event-tracking capabilities to assist in follow-ups to taxpayer concerns. In addition, this module shall retain historical information on all payments, changes, and notices sent. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE functionality associated with these tasks:

- Customer Relationship Management (CRM)
- Request for Service

- Research
- Customer Service Requests/Public Information Requests

Mortgage Company

The Mortgage Company Module shall facilitate the communication between the tax office and the managers of mortgage companies' escrow accounts. The module accepts an electronic file with detailed taxpayer information. The system validates account detail, balance payments and posts payments to individual taxpayer accounts. The system allows the option of mailing a receipt to one or both, Mortgage Company and taxpayer. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks

- Tax Office Send Mortgage Company Statement Request Documentation
- Mortgage Company Statement Request
- Tax Office Electronic Statement/Bill
- Mortgage Company Remittance to Tax Office
- Process Mortgage Company Payments
- Mortgage Company Remittance Reconciliation

Litigation and Enforcement

The Litigation and Enforcement Module shall facilitate the collection activities of law firms hired to enforce collections through legal procedures. The module shall record all legal proceedings, track the special costs and fees associated with the legal process, and produce data file exports to be transmitted to the authorized law firms. The module shall support delinquent tax collections attorneys by producing the certified tax statements needed for court filed petitions. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks

- Service Level Agreements for Law Firms
- Calculation and Posting of Litigated Accounts
- Exchanging Data with Law Firms
- Pro-ration and Condemnation of Property

TaxLedge

The TaxLedge Module shall support the three (3) primary accounting operations within the tax office - Remittance, Refunds, and Reconciliation. The Remittance component shall allow for customizable distribution rules and shall receive payment information from the Products Module. The Refund component shall receive overpayment or adjustment data separately from the Products Module to generate refund checks to taxpayers. The Reconciliation component shall provide the means to reconcile deposits, withdrawals, and bank adjustments to produce the monthly financial statement. At a minimum, the module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks

- Bank Reconciliation
- TaxLedge Refunds
 - Includes Check Generation for Galveston County Central Appraisal District Levy Reductions
 - Handle Current and Prior Year Requested Refunds
- Distributing Remittances to Taxing Jurisdictions
 - Ability to withhold Fees and Commissions from Current Taxes
 - Ability to withhold Fees, Prior Year Refunds from Delinquent Taxes
 - Ability to report collection date data with each ACH wire to each Jurisdiction
- Provide Reports to Taxing Jurisdictions
 - Annual Reports, Current and Delinquent, Separately or Together
 - Delinquent by Tax Year of Delinquency Collected (Base/Principal & Interest/Legal)
 - Reporting Adjustments and netting out commissions

Internet

The Internet Module shall provide the means to externalize tax related information to the public

- Online Property Tax Balances
- Database Searches
- Customer Service Requests
- Tax Account Portfolio Creation and Tracking

Appraisal District

The Appraisal District Module shall function to accept and process ownership, value, and exemption information from the Galveston County Appraisal District for current and prior years. The ACT system shall electronically process supplements and corrections for real and personal property and update the taxpayer account appropriately. Upon entry of the tax rate, the levy by individual taxpayer is created allowing the billing process to proceed. At a minimum, this module shall functionally replace all existing GALVESTON COUNTY TAX OFFICE processing associated with these tasks and provide similar reports to those provided by the existing GALVESTON COUNTY TAX OFFICE system.

- Certified Roll Loading
- Supplemental Roll Processing
- Correction Roll Processing
- Reconciliation

Approach

ACT will approach this project using its project methodology consisting of a series of phases and tasks that has been proven effective with other taxing jurisdictions. Since every client is unique, ACT will work with GALVESTON COUNTY TAX OFFICE to develop a project approach specific to your business environment and defined goals. A detailed description of the ACT methodology is located later in this document.

ACT will develop a project plan specific to GALVESTON COUNTY TAX OFFICE for implementation of the modules previously defined in this document. The tasks for the implementation will be delineated and segregated into various phases for tracking project progress. The various phases for this project include:

- Planning
- Project Discovery
- Assimilation & Gap Analysis
- Application Configuration
- Testing
- Production Commencement (by July 25, 2006)

Upon completion of the initial project plan, ACT will commence a series of onsite interviews with both functional and technical users of the existing tax collection system. This interview process enables ACT to perform an analysis of GALVESTON COUNTY TAX OFFICE's current business requirements to gain a full understanding of GALVESTON COUNTY TAX OFFICE's current operations, its existing environment, and potential future needs. Documentation of the project requirements and ACT recommendations will be prepared after the interviews are conducted. These interviews will serve to establish the objectives and implementation process for the remaining phases of the project. At this point in the project, the project plan will be formally updated to reflect the actual software implementation timeline.

ACT will prepare a weekly progress report to communicate progress on the project through the various implementation phases. ACT recommends that a monthly project status meeting be held. During these meetings, any changes or issues that may impact the project will be addressed and resolved to keep the project on track. ACT will consistently make recommendations for changing business processes, suggest alternative solutions or define software customizations where the system may not totally fulfill business needs.

Deliverables

Deliverables during a project are a means of assessing the project's progress and obtaining acceptance by all interested parties. Most deliverables are produced in the form of a written document (i.e., gap analysis document), however, there are those that are intangible such as "trained users". Each task identified in the specific project plan designed for GALVESTON COUNTY TAX OFFICE will produce one deliverable that will be signed off by both ACT and GALVESTON COUNTY TAX OFFICE as a means of determining that the task is complete and the work has been accepted. It is expected that upon presentation of a deliverable that GALVESTON COUNTY TAX OFFICE will accept or respond with changes as soon as possible but no later than three (3) business days to prevent

any timeline or critical path interruptions ACT personnel will also reply to any questioned or rejected deliverables within three (3) business days with either a revised draft or a timetable adjustment, as needed

Project Assumptions

The Project Scope is based on the following assumptions related to various areas and should be confirmed by GALVESTON COUNTY TAX OFFICE as soon as possible as changes may impact timing for the project execution

General

- GALVESTON COUNTY TAX OFFICE will provide timely access to the appropriate business users and technology specialists as required
- GALVESTON COUNTY TAX OFFICE will provide resources familiar with existing systems and business operations Where applicable, procedural documentation will be available for ACT review
- GALVESTON COUNTY TAX OFFICE is responsible for identifying and appointing one process "owner" for each ACT module to coordinate the flow of information and tasks applicable to the specific module
- GALVESTON COUNTY TAX OFFICE is responsible for obtaining system acceptance and approval
- GALVESTON COUNTY TAX OFFICE will be responsible for reviewing deliverables, which must be returned with approval or rejection within three (3) business days Any deliverables being rejected should be returned with accompanying documentation and an explanation of the reasons being rejected ACT will also respond to rejected deliverables within three (3) business days

Software Functionality

- ACT will implement version 7.0 of the software
- ACT will implement the ACT software in English only
- ACT will implement the ACT software utilizing US dollars only
- GALVESTON COUNTY TAX OFFICE cashiers will update the taxpayer database at time of payment acceptance
- ACT system will facilitate disbursements of funds to the jurisdictions in compliance with contracts and existing GALVESTON COUNTY TAX OFFICE standards for disbursing funds
- ACT will implement the software using only one (1) bank account format for printing checks

Data Conversion

- ACT will be responsible for developing a data conversion process to import historical data into the ACT system
- GALVESTON COUNTY TAX OFFICE is responsible for producing all reconciliation totals from data files delivered to ACT for historical data conversion
- ACT is responsible for loading and reconciling current year data (2006)
- ACT will load all Galveston County Tax Office data presently available in their existing property tax system
- **Interfaces**

- ACT will implement the software using only one (1) file format for Mortgage Company and large customer payments being submitted electronically
- ACT will not interface with any third party software except as defined within this document and any additional interfaces are not included in the scope of this project
- ACT will create one (1) file format for current taxpayer billing statements and one (1) file format for delinquent taxpayer billing statements

Operating Environment

- ACT is responsible for providing a Disaster Recovery Plan and maintaining full backups of the GALVESTON COUNTY TAX OFFICE's ACT tax collection system
- GALVESTON COUNTY TAX OFFICE is responsible for providing networking access to ACT personnel and integrating the ACT system into its environment for utilization by GALVESTON COUNTY TAX OFFICE users
- ACT is anticipating customizations to the software in addition to those already defined herein. Following Gap Analysis, any further missing functionality will be addressed with GALVESTON COUNTY TAX OFFICE for resolution with either customization or change in business process

Other

- GALVESTON COUNTY TAX OFFICE and ACT are jointly responsible for system integration testing and issue resolution
- GALVESTON COUNTY TAX OFFICE has identified Cheryl Johnson as the central point of contact for all GALVESTON COUNTY TAX OFFICE project issues
- GALVESTON COUNTY TAX OFFICE will adopt a "train the trainer" approach and will be responsible for training the end user community. End user training is not included in the scope of this project
- GALVESTON COUNTY TAX OFFICE will provide office space, training and meeting facilities for ACT consultants during the project duration. Logistics for network access, building access, etc. will also be provided

ACT Methodology

ACT provides an extensive and comprehensive methodology to assist in achieving a successful implementation. ACT uses specific deliverables and documentation as required and defined by an individual project's scope and its overall project plan. This methodology is explained below in detail.

Project Strategy

ACT's methodology is a systematic set of processes and techniques that are based on best practices for property tax jurisdictions. This methodology includes quality assurance methods and deliverables integrated into a comprehensive plan to successfully implement the ACT tax collection solution.

The implementation strategy defines several phases within a project. To achieve an implementation's strategic goals, the methodology incorporates many defined milestones within each phase to determine the progress of the project. The following table further illustrates the task areas and milestone measurements within given phases.

Planning (Estimated completion: March, 2006)	Define specific project scope and identify critical success factors. This is a process that produces a high-level view of the information requirements of the entire organization and a plan for satisfying those requirements. Develop project plan, including the definition and sequence for application implementation including hardware, software and communications support alternatives. Identify resources and organize the team.
Project Discovery (Estimated completion: April, 2006)	Interview key users to understand the business needs both now and in the future. Map functional processes to application software to determine data conversion, interface, and customization requirements. Determine data security requirements. Document the current system functions, interfaces and reports at a high level.
Assimilation & Gap Analysis (Estimated completion: May, 2006)	Using proprietary application setup models/templates, complete and document each module's recommended configuration based on results from analysis phase. Provide necessary assistance for procedural documentation. Provide a "proof of concept" exercise via a Conference Room Pilot Workshop. This phase will allow management and key end users to view software functionality with an opportunity to modify business requirements and/or configuration decisions to more effectively meet business objectives. Develop specific test scripts to use in the workshops and subsequent testing. Resolve any identified issues and modify configuration values.
Application Configuration (Estimated completion: June, 2006)	Develop and complete data conversions, interfaces, and customizations. Develop the test instance for the applications. Complete the test scripts and data for unit, system integration, and acceptance testing. Develop any necessary user training materials.
Testing (Estimated	<u>Unit Testing</u> : Each module and associated deliverables must be thoroughly unit-tested for compliance with all stated requirements. <u>System Integration Testing</u> : Integration testing is

completion: June, 2006)	required to ensure that all module and system interfaces work properly within the overall system <u>Acceptance Testing & Sign-Off</u> This requires testing and sign-off by GALVESTON COUNTY TAX OFFICE personnel that all modules meet stated requirements Any reported discrepancies will result in a Discrepancy Report (DR) and will be corrected to meet the requirements This process is outlined in detail in the Change Management Procedures section
Production Commencement (Completion: July 25, 2006)	Conduct "train-the-trainer" training and assist in developing a training strategy for end users Perform cutover to production and assist with post-production support Determine policies and procedures for user support and assist where necessary for system satisfaction

To determine that the project is meeting GALVESTON COUNTY TAX OFFICE's needs and expectations, quality assurance methods are included within the methodology. Quality assurance is an ongoing process that requires both ACT and GALVESTON COUNTY TAX OFFICE personnel involvement The items below represent a sample of the approaches used within this area to keep the project on time and assist in making it a success for all

- User and management involvement
- Compliance with information management standards and policies
- Suggestions and follow-up for improved policies
- Personnel training
- Formal project management method
- Project Management

Project Management

ACT's project implementation methodology has a project management component that defines administrative tasks in addition to the project tasks for a given project. It also defines strategic approaches to monitoring and managing a project that assists in measuring the progress and success of a project The following points illustrate some of the factors in managing a successful project

Project Plan

The project plan is maintained at all times and communicated during the following regularly scheduled weekly status meetings

The ACT project team members meet on both a formal and informal basis to keep all parties up-to-date on current issues and concerns as well as previous issues that have been resolved. By maintaining a project plan and communicating the project status on a regular basis, potential implementation risks can proactively be addressed and resolved.

Review of Deliverables

Throughout the project, reviews of deliverables will be conducted. There are two types of reviews that may be carried out on this project. These are:

- Documentation Reviews - This process will include the review of library documents against the project plan.
- Process Reviews - This process will include the review and acceptance by GALVESTON COUNTY TAX OFFICE.

Client Acceptance

All deliverables and milestone achievements require sign-off by both ACT and GALVESTON COUNTY TAX OFFICE Management. Both parties must agree that specific tasks have been completed, approved, and no outstanding issues exist. A signed acceptance certificate is required before work on the project can continue to the next phase. ACT will utilize a Deliverable Log to track documents requiring acceptance.

Project Team

ACT approaches each project from the standpoint of developing a "team" with both ACT and GALVESTON COUNTY TAX OFFICE resource pools. The team works jointly to develop business solutions within the software applications functionality and then identifies any "gap" issues by documenting workaround processes, change management procedures or, as a last resort, custom extensions to the software applications.

Change Management

Changes are typically expected during the development lifecycle of any system and require careful scrutiny. Changes are directly proportionate to the scope and complexity of the system being developed. ACT has a structured methodology for handling changes during the course of the project.

ACT will utilize one of two Change Request forms (Software Change Request—SCR or Hardware Change Request—HCR) and Tracking Log to monitor the changes requested and approved. A change request is usually initiated when requested changes alter the stated requirements after initial completion of the Project Planning phase. Project team members may initiate change requests whenever there is a perceived need for a change that will affect the scope of work, such as timelines or functionality. Agreement to a change request signifies agreement to a change in overall functionality and/or timelines. The ultimate decision regarding agreement to change requests will lie with the Change Control Board consisting of ACT and GALVESTON COUNTY TAX OFFICE representatives.

The Change Control Board shall consist of Ms. Cheryl E. Johnson, Mr. Ken Laird, Ms. Annabelle Ponce, Mr. Jim Brod, and Ms. Dawn Chenoweth.

The following procedures represent the overall processes that are utilized during a project.

Propose Changes

- A change will be identified to project leads by a Change Request (SCR or HCR) document, conversation or other form of communication
- The person who is functionally responsible for the area of change will
 - Review the SCR/HCR for the proposed changes and submit copies to the relevant parties (possibly including subcontractors, and technical input) for assessment
 - Record the SCR/HCR in the change control log
 - Investigate the impact of the proposed change
 - Evaluate the impact of not performing the change
 - Prepare a response to the proposed change
 - File the SCR/HCR original in the project library
 - Review the SCR/HCR with the Change Control Board
 - Agree whether the change should be performed and obtain authorization sign-off from the appropriate ACT and GALVESTON COUNTY TAX OFFICE personnel of the change request

If the change is not agreed to

- The Project Manager will discuss and document the objection with the appropriate project lead
- The proposed change will be re-negotiated if possible, or withdrawn if it is agreed to be non-essential

Monitor Changes

- Once the SCR/HCR has been signed, work may begin
- Project Leads will adapt project plans to incorporate agreed changes and present them at progress meetings for approval
- Upon completion of the work specific to the SCR/HCR, notification will be sent to indicate completion via means of a Software Change Notice (SCN) or a Hardware Change Notice (HCN)
- The original SCN/HCN will be filed in the project library

The Change Control Log will be reviewed at progress meetings to monitor incomplete change requests and determine status

Issues and Risk Management

During a project, issues and risks exist which are beyond the control of the project team. For example, changes in internal policy decisions or changes in the property tax code can have a significant impact on the system that will be implemented. An unresolved issue may impede or halt performance of project tasks by delaying or suspending work effort. ACT has a structured methodology for handling any issues or risks identified during the course of the project.

ACT will utilize a Risk and Issue Form (RIF) and Tracking Log to monitor any issues or risks raised by project team members. These issues and risks are discussed at progress meetings and assigned to various

individuals for investigation and disposition. In the event that the project managers cannot dispose of the issue it may be escalated to the project sponsor or executive management for resolution.

The following procedures represent the overall process for issue resolution.

Raise a New Issue

Any ACT or GALVESTON COUNTY TAX OFFICE project member (the originator) may raise an issue to the attention of project management by documenting it on a Risk and Issue Form. The ACT Project Manager assigns the RIF to an ACT project team member for investigation and targets a resolution date.

Screen and Assign the Issue

The ACT Project Manager screens the issue and, if necessary, updates the Risk and Issue Form with background information to place the issue in perspective. Screening of the issue results in one of the following:

1. Determination that the issue is already covered by an existing issue. This may involve updating the existing issue to reflect new information.
2. Further discussion with the originator and other project members to see if a satisfactory solution can be reached before adding the issue to the Risk and Issue Log (or deciding it was not worth documenting).
3. Decision that the issue is to be resolved by management. The Project Manager tentatively identifies the phase and processes that apply, together with the functional area and the potential impact to the project.

Each open issue is then assigned to a project member (the investigator), determined jointly by ACT and GALVESTON COUNTY TAX OFFICE project managers, for investigation. A due date is set which is typically no more than two weeks from the present date.

Investigate the Issue

The investigator analyzes the circumstances surrounding the issue with the originator and others on the project. The goal of the investigation is to identify one or more possible courses of action which would resolve the issue. The investigator reports the investigation results by the assigned due date to the Project Manager for review.

Recommend an Issue Resolution

Alternative resolutions to the issue or consideration of the steps that need to be taken before a final decision can be made are discussed and documented in the Risk and Issue Form at progress meetings. A resolution is recommended from the various alternatives and either approved, deferred or escalated.

Approve the Issue Resolution

The recommended resolution for the issue will be discussed with GALVESTON COUNTY TAX OFFICE. If GALVESTON COUNTY TAX OFFICE agrees to the recommendation, then ACT will proceed accordingly. A potential change request may evolve depending if the resolution of the issue requires a change to project scope or a project baseline. Otherwise, an action item is assigned to the appropriate project member to implement the approved resolution. The progress of the action is tracked in project progress meetings.

If a resolution cannot be agreed upon until a later date, GALVESTON COUNTY TAX OFFICE and ACT may agree to defer decision or take no action. If a resolution requires project sponsor or executive

management approval the issue may be escalated to the next level of approval by the County's executive Manager

All RIF forms and resolutions are filed in the project library to maintain the history of changes on the project

Appendix A – Project Time Line

Hardware / Telecommunication	March 15, 2006
Data Conversion	March – May 15, 2006
Acceptance Testing	June 20, 2006
Contingency Implementation	July 1, 2006
Full Implementation	July 25, 2006

ACT and GALVESTON COUNTY TAX OFFICE anticipate a full time ACT dedicated oracle developer will commence work during March of 2006. The major objectives for this effort will be to develop the necessary programming to process files from the Galveston Central Appraisal District and to commence testing of previously developed ACT data conversion routines. In March, an ACT business analyst will join the project. The business analyst will work cooperatively with the GALVESTON COUNTY TAX OFFICE to capture copies of system products used to support the existing business practices. This "Legacy System Product Catalog" will then be supplemented by the addition of the ACT replacement product. Where GALVESTON COUNTY TAX OFFICE has a product not directly replaced by an ACT product, a gap exists. The business analyst will work with GALVESTON COUNTY TAX OFFICE to produce specifications that will allow the ACT dedicated developer to create the product required by GALVESTON COUNTY TAX OFFICE. A trial data conversion will be accomplished in June 2006. This conversion will load the GALVESTON COUNTY data into the ACT 7.0 environment. This environment will then be used to test the processes and train the trainers. This process will continue through July of 2006. During this time data conversion processing will have been demonstrated and a final data conversion plan drafted. Final training will be provided to GALVESTON COUNTY TAX OFFICE during the month August 2006. In mid July, the final data extraction will be performed and the old system will go into "inquiry mode". The extracted data will be loaded into the ACT 7.0 system. Once reconciliation and sign-off have occurred, the system will be pronounced "operational".

Appendix B - ACT Project Team

Project Sponsor:	Jim Brod
Project Manager:	Dawn Chenoweth
Data Conversion Specialist:	Paula Johnson
Project Business Analyst:	Dawn Chenoweth
Project Technical Developer:	Dominic LaPenotiere
Project Data Base Administrator:	Rob Turner
Project Trainer:	Roy Seaman
