GALVESTON COUNTY
PURCHASING DEPARTMENT

REQUEST FOR QUALIFICATION

RFQ #B162015

AUDITING AND RELATED SERVICES

QUALIFICATION DUE DATE: 08/25/2016

2:30 P.M.

Rufus Crowder, CPPO, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372

RFQ #B162015
OPEN: 08/25/2016
TIME: 2:30 P.M.

REQUEST FOR QUALIFICATION
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

Sealed qualifications in **sets of eight (8), one (1) original and seven (7) copies,** will be received in the office of the Galveston County Purchasing Agent **until 2:30 P.M. CST, on Thursday, August 25, 2016,** and opened immediately in that office in the presence of Galveston County Auditor and the Purchasing Agent. Sealed qualifications are to be delivered to Rufus G. Crowder, CPPO CPPB, Galveston County Purchasing Agent at the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas 77550, (409) 770-5372. **The time stamp clock located in the Purchasing Agent's office shall serve as the official time keeping piece for this solicitation process. Any qualifications received after 2:30 P.M. CST on the specified date will be returned unopened.**

Purpose:
Galveston County is seeking a professional firm with the experience, capabilities, credentials and qualified available staff to perform the annual audits of the financial statements of Galveston County and related entities starting with the fiscal year ending September 30, 2016. These audits are to be conducted in accordance with generally accepted auditing standards and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. These standards require the accounting firm plan and perform the audit to obtain reasonable assurance about whether the respective financial statements are free of material misstatement.

All qualifications must be marked on the outside of the envelope:
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Qualifiers name, return address, and the enclosed label should be prominently displayed on the proposal package for identification purposes.

Specifications can be obtained on application at the office of the Galveston County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody, (21st Street), Floor 5, Purchasing, Galveston, Texas, 77550, or by visiting the Galveston County website @ http://www.galvestoncountytx.gov/pu/Pages/BidListings.aspx.

Submitted prices shall be either lump sum or unit prices as shown on bid sheets, if applicable. The net price shall be delivered to Galveston County, including all freight, shipping, and license fees. Galveston County is tax exempt and no taxes should be included in qualification pricing.

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

Bonding Requirements:
There are no bonding requirements for this solicitation.

The Galveston County Commissioners' Court reserves the right to waive any informality and to reject any and all qualifications, and to accept the qualification which, in its opinion, is most advantageous to Galveston County with total respect the governing laws.

Rufus G. Crowder, CPPO CPPB
Galveston County Purchasing Agent

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1. **QUALIFICATION PACKAGE:**
The request for Qualification, general and special provisions, drawings, specifications/line item details, contract documents and the Qualification sheet are all part of the Qualification package. Qualifications must be submitted in sets of eight (8), one (1) original and seven (7) copies on the forms provided by the County, including the Qualification sheets completed in their entirety and signed by an authorized representative by original signature. Failure to complete and sign the Qualification sheets/contract page(s) may disqualify the Qualification from being considered by the 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 the Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the Qualification. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each Qualifier is required to thoroughly review this entire Qualification packet to familiarize themselves with the Qualification procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful Qualifier will execute with the County.

2. **QUALIFIER'S RESPONSIBILITY**
The Qualifier must affirmatively demonstrate its responsibility. The Qualifier must also meet the following minimum requirements:

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

3. **TIME FOR RECEIVING QUALIFICATIONS:**
Qualifications may be submitted by mail or hand delivery and must be submitted to the Galveston County Purchasing Agent. If by delivery, the qualifier must deliver to the reception desk in the county Purchasing Agent's Office. The delivery and mailing instructions for the Galveston County Purchasing Agent are the following:

Rufus Crowder, CPPO CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550

Qualifications will **not** be accepted by facsimile transmission or by electronic mail (email) unless superseded by instructions within the Special Provisions of this solicitation. Qualifications must be received by the County Purchasing Agent on or before the deadline for the opening of the qualifications. For clarity, mailing date/postmark is not sufficient – proposals must be received by the County Purchasing Agent on or before the deadline. Late proposals will not be accepted and will be returned to the qualifier unopened until the specified time for opening.

The County Purchasing Agent will accept proposals from 8:00 a.m. to 5:00 p.m. on each business day up to the submission deadline. Business days do not include Saturdays and Sundays, and do not include other days in which the County is closed for business in observance of holidays or for other reasons.

The time-stamp clock within the County Purchasing Agent's Office shall be the official time-clock for the purposes of this solicitation and thus shall be the determinant of whether the qualification was timely received.

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The Qualifier should prominently identify the procurement number and name on the outside of the envelope/mailing package. A label shall be provided for this purpose and usage of the label is preferred. If the Qualifier fails to identify the Qualification 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 proposal, return the Request for Qualification and state reason, otherwise your name may be removed from the Purchasing Agent's mailing list.

4. **COMPETITIVENESS, INTEGRITY, INQUIRIES AND QUESTIONS**
To prevent biased evaluations and to preserve the competitiveness and integrity of the procurement, **qualifiers are to direct all communications regarding this request for 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 bid/proposal of the firm found to be in non-compliance.

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

Rufus Crowder, CPPO CPPB, Purchasing Agent
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997
E-mail: rufus.crowder@co.galveston.tx.us

All questions received and the responses thereto will be mailed, emailed, or faxed to all prospective qualifiers. No inquiries except clarification of instructions will be addressed by telephone.
Qualifier is advised to carefully review this Request for Qualification- it provides specific information necessary to aid participating firms in formulating a thorough response. Qualifier's failure to examine all documents shall not entitle the qualifier to any relief from the conditions imposed in the Request for Qualification and the resultant contract.

An authorized person from the qualifier must sign the qualification. This signatory must be a person from the submitting firm who is duly authorized to tender and sign the qualification on behalf of the qualifier and to bind the qualifier to the terms and conditions of this request for qualification, the response, and all other terms and conditions of the contract. By this signature, the qualifier further 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 herein.

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.

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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 heads 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/DISQUALIFICATION:

Galveston County, acting through its Commissioners' Court, reserves the right to: 1.)reject any and all Qualifications in whole or in part received by reason of this request for Qualification, 2.) to waive any informality in the Qualifications received, 3.) to disregard the Qualification of any Qualifier determined to be not responsible, and/or 4.) discontinue its efforts for any reason under this qualification package at any time prior to actual execution of contract by the County.

Qualifiers may be disqualified and rejection of qualification 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 of qualifier,
c. Failure to properly complete the qualification,
d. Failure to meet the mandatory requirements of this request for qualification; and/or
e. Evidence of collusion among qualifiers.

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 protest or question(s) regarding the specifications or Qualification procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for Qualification opening. Vendors are to submit Qualification as specified herein or propose an approved equal.

9. SUBSTITUTES/DESCRIPTION OF MATERIALS AND EQUIPMENT:

Any brand name or manufacturer reference used herein is intended to be descriptive and not restrictive, unless otherwise noted, and is used to indicate the type and quality of material. The term "or equal" if used, identifies commercially produced items that have the essential performance and salient characteristics of the brand name stated in the item description. All supplies, material, or equipment shall be new and of the most suitable grade for the purpose intended. It is not the County's intent to discriminate against any materials or equipment of equal merit to those specified. However, if Qualifier desires to use any substitutions, prior written approval must be obtained from the County Purchasing Agent and sufficiently in advance such that an addendum may be issued. All material supplied must be one hundred percent (100%) asbestos free. Bidder/Qualifier, by submission of its bid/Qualification, certifies that if awarded any portion of this procurement, the bidder/Qualifier will supply only material and equipment that is 100% asbestos free.

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.

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Each alternative should be sufficiently described and labeled within the Qualification and should indicate its possible or actual advantage to the program being offered.

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

11. PRICING:

Qualifications will be either lump sum or unit prices as shown on the Qualification sheet. The net price will be delivered to Galveston County, including all freight or shipping charges.

Cash discount must be shown on Qualification, otherwise prices will be considered net. Unless prices and all information requested are complete, Qualification may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

12. PROCUREMENT CARD PROGRAM:

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to a 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.

13. PASS THROUGH COST ADJUSTMENTS:

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

In extreme extenuating circumstances, Contractors 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 Contractor'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. Costs that historically are anticipated to rise over a period of time (for example only, such as wages or insurance costs) do not qualify for pass through. If a Contractor thinks he will be asking for a pass through cost adjustment during the term of the contract, then the original cost of the product to Contractor must be stated in Contractor's original Qualification.

A request for a pass through cost does not guarantee that one will be granted. Contractors 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. Contractors 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 Contractor 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 Contractor's original cost for his product as such cost is reflected in Contractor'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.

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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.

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 sheets may 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 proposed cost to the County will be considered firm and cannot be altered after the submission deadline, unless the County invokes its right to request a best and final offer.**

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 the County Purchasing Agent. 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 representatives.

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. The selection process may, however, include a request for additional information or an oral presentation to support the written Qualification.

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.

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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 non-compliant.

The invitation to submit a Qualification which appears in the newspaper, or other authorized advertising mediums, these general provisions, the 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 RFP and the resultant 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 the Contractor has received notice to proceed in writing and an executed copy of the contract from the County Purchasing Agent.

17. **DISPUTE AFTER AWARD/PROTEST:**
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 unless this procedure is followed.

18. **PUBLIC INFORMATION ACT (f/k/a Open Records Act):**
The qualifier acknowledges 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.

If Qualifier considers any of its submitted information to be proprietary in nature, trade secret, or otherwise confidential, then it must clearly and conspicuously mark such information as proprietary, trade, secret, or confidential. By the submission of its qualification, the Qualifier expressly affirms that it has clearly and conspicuously marked any information within its submission that it considers to be confidential, proprietary, and/or trade secret.

In the event that County receives a request for information under the Public Information Act seeking information that the Qualifier has marked as confidential, proprietary, and/or trade secret, then the County agrees that it shall provide notice to the Qualifier of the request in accordance with the provisions of the Public Information Act. These provisions require the County to initiate the request for decision process under the Public Information Act – thus, the

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County will submit initial correspondence to the Texas Attorney General. Qualifier is deemed to have knowledge of the Public Information Act. **By the submission of its qualification, qualifier expressly acknowledges that the burden to withhold its' information from public disclosure lays with the qualifier**, thus qualifier further acknowledges and agrees that it shall submit comments to the Texas Attorney General in the request for decision process if qualifier wishes to have its information without from public disclosure.

19. QUALIFIER'S EMAIL ADDRESSES:
Notwithstanding the foregoing Section 17, Qualifier acknowledges and agrees that the confidentiality of any and all email addresses it uses or discloses in communicating with the County are open to the public in accordance with Section 552.137 of the Government Code and consents to the release of its email addresses.

20. RESULTANT CONTRACT:
Qualifier shall correctly and fully execute the resultant contract first. After this, the contract shall be set for consideration by the Commissioners' Court. If the Commissioners' Court authorizes the execution of the contract, then the resultant contract shall become effective upon the Commissioners' Court execution of same. Contract documents shall consist of the contract, the general and special provisions, the drawings, Qualification package (including best and final offer(s) if such is utilized), any addenda issued, and any change orders issued during the work. If applicable to the attached qualification, qualifier must sign three (3) original contracts and return with their qualification submittal.

Qualifier should submit a proposed contract with its Qualification or its sample material terms and conditions.

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.

21. CONTRACT TERM:
The term of the resultant contract will begin on the date of full execution or the execution by the Commissioners' Court, whichever is later, and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth..

22. 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.

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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.

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

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:

A. Fails to meet delivery or completion schedules; and/or
B. Fails to otherwise perform in accordance with the accepted Qualification and the contract.

23. TERMINATION FOR CONVENIENCE:

County may terminate this contract upon at least thirty (30) calendar 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) calendar 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.

24. 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 Force 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.

25. ESTIMATED QUANTITIES:

Any reference to quantities shown in the Request for Qualifications is 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.

26. CONTRACTOR INVESTIGATION:

Before submitting a Qualification, each Qualifier 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 and/or for excused nonperformance.

27. 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 in response to this Request for Qualification, and does not commit the County of Galveston to procure or contract for services or supplies.

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28. QUALIFICATION COSTS BORNE BY QUALIFIER:
Galveston County shall not be liable for any costs incurred by Bidder/Qualifier in preparation, production, or submission of a Qualification and shall not be liable for any work performed by Qualifier prior to issuance of fully executed contract and properly issued notice to proceed. Galveston County shall not be liable for any costs incurred by Qualifier by reason of attending a pre-Qualification conference. Galveston County shall not be liable for any costs incurred by Qualifier by reason of the County invoking use of best and final offers.

29. BEST AND FINAL OFFERS (BAFO):
In acceptance of Qualifications, the County of Galveston reserves the right to negotiate further with one or more of the Qualifiers 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, this 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.

30. SINGLE QUALIFICATION RESPONSE:
If only one Qualification is received in response to the Request for Qualification, 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.

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

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

32. 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.

33. QUALIFICATION DISCLOSURES:
The names of those who submitted Qualifications will not be made public information unless in conformity with the County Purchasing Act. No pricing 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 or official, other than the County Purchasing Agent, regarding whether a Qualification was received. Violations of this provision may result in the rejection of a Qualification.

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.

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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 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. REQUIREMENT OF AND PROOF OF INSURANCE:

The successful Qualifier shall furnish evidence of insurance to the County Purchasing Agent and shall maintain such insurance as required hereunder or as may be required in the Special Provisions or resultant contract, if different. Contractor shall obtain and thereafter continuously maintain in full force and effect, commercial general liability insurance, including but not limited to bodily injury, property damage, and contractual liability, with combined single limits as listed below or as may be required by State or Federal law, whichever is greater.

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.

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

Galveston County shall be listed as the additional insured on policy certificates and shall be provided with no less than thirty (30) calendar days prior notice of any changes to the policy during the contractual period.

Certificates of Insurance, fully executed by a licensed representative of the insurance company written or countersigned by an authorized Texas state agency, shall be filed with the County Purchasing Agent within ten (10) business days of issuance of notification from the County Purchasing Agent to Qualifier that the contract is being activated as written proof of such insurance and further provided that Qualifier shall not commence work under this contract until it has obtained all insurance required herein, provided written proof as required herein, and received written notice to proceed issued from the County Purchasing Agent.

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Proof of renewal/replacement coverage shall be provided upon expiration, termination, or cancellation of any policy. Said insurance shall not be cancelled, permitted to expire, or changed without thirty (30) days prior written notice to the County.

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

Workers' Compensation Insurance: 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 receiving notification from the County Purchasing Agent that the contract is being activated.

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.

37. **QUALIFICATION GUARANTEE:**
Unless specified differently within the Special Provisions of this procurement, each Qualifier shall be required to submit a qualification guarantee with its qualification as required within this Section.

Evidencing its firm commitment to engage in contract if Qualifier is selected for award of contract, each Qualifier is required to furnish with their Qualification a Cashier's Check, Certified Check from any bank within the State of Texas, or an acceptable Qualifier's Bond (in the event of requests for bids, this is called a Bidder's Bond), in the amount of five percent (5%) of the total contract price. The Qualifier's Bond must be executed with a surety company authorized to do business in the State of Texas. Failure to furnish the bid/Qualification guarantee in the proper form and amount, by the time set for opening of bids/Qualifications may be cause for rejection of the bid/Qualification.

The Cashier's Check, Certified Check, or Qualifier Bond (as applicable) will be returned to each respective unsuccessful Qualifier(s) subsequent to the Commissioners' Court award of contract, and shall be returned to the successful Qualifier upon the completion and submission of all contract documents. Provided however, that the Cashier's Check, Certified Check, or Qualifier Bond will be forfeited to the County as liquidated damages should

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successful Qualifier fail to execute the contract within thirty (30) days after receiving notice of the acceptance of its Qualification.

38. PERFORMANCE AND PAYMENT BONDS:

Successful Qualifier, before beginning work, shall execute a performance bond and a payment bond, each of which must be in the amount of the contract. The required payment and performance bonds must each be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code).

The performance and payment bonds must clearly and prominently display on the bond or on an attachment to the bond:

A. The name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or

B. The toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free-telephone number.

The performance bond shall be solely for the protection of Galveston County, in the full amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract.

The payment and performance bonds required to be furnished herein must be furnished before the contractor begins work and are a requirement for issuance of a Notice to Proceed. Such bonds must be furnished to the Galveston County Purchasing Agent within thirty (30) days after the date of signing of the contract or receiving notice from the Purchasing Agent that the contract has been fully executed. Failure to provide the required payment and performance bonds within the required business days shall constitute an event of default under this contract. Contractor shall not commence work until all applicable certificates of insurance, performance, and payment bonds have been received and approved by the County Purchasing Agent and the Contractor receives notice to proceed in writing that has been issued by the County Purchasing Agent.

Additionally, if this request for Qualification is for the award of a public works contract, then compliance with Chapter 2253 of the Texas Government Code, which is known as the McGregor Act, is mandatory. Performance and payment bonds are required to be furnished in accordance with Chapter 2253 of the Texas Government Code. Qualifier should familiarize itself with the entire provisions of Chapter 2253 of the Texas Government Code.

39. PATENT AND COPYRIGHT PROTECTION:

The Qualifier agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights. **Qualifier shall indemnify and save harmless the County of Galveston, its officers, employees, and agents, from liability of any nature and kind whatsoever, including without limitation cost and expenses, for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the County.** Qualifier also agrees that if Qualifier is awarded this contract, that no work performed hereunder shall be subject to patent, copyright, or other intellectual property by Qualifier.

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40. CONFLICT OF INTEREST DISCLOSURE REPORTING:

Qualifier may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). The CIQ Form pertains to business relationship, gift giving, and family relationship reporting. If Qualifier is required to file a CIQ Form, then the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

Business relationship. If Qualifier has an employment or other business relationship with a local government officer of Galveston County or with a family member of a local government 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 Qualifier **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

Gift-giving. If Qualifier has given a local government officer of Galveston County or a family member of a local government officer of Galveston County one or more gifts with an aggregate value of more than one-hundred dollars ($100.00) 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.

For purposes of the business relationship and gift giving reporting requirements, a "family member" means a person elated to another person within the first degree by consanguinity or affinity, as described by Subchapter B, Chapter 573, Texas Government Code. Examples of persons within the first degree by consanguinity or affinity include a son, daughter, father, mother, spouse, son-in-law, daughter-in-law, father-in-law, mother-in-law, stepson, stepdaughter, stepmother, and stepfather.

Family relationship. If Qualifier has a "family relationship" with a local government officer of Galveston County then Qualifier **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County, regardless of whether Qualifier has a business relationship or has given gifts to the local government officer or a family member of the local government officer. For this purpose, "family relationship" means Qualifier is related within the third degree by consanguinity or the second degree by affinity, as those terms are defined under Chapter 573 of the Texas Government Code, to a local government officer of Galveston County. Examples of such relationships include a son, daughter, mother, father, brother, sister, grandchild, great-grandchild, grandparent, great-grandparent, niece, nephew, uncle, aunt, spouse, mother-in-law, father-in-law, daughter-in-law, son-in-law, spouse's grandchild, spouse's grandparent, grandparent's spouse, grandchild's spouse, stepson, stepdaughter, stepmother, and stepfather.

Qualifier must file its original CIQ Form with the Galveston County Clerk. 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

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

For Qualifier's convenience, a blank 1295 Form is enclosed with this qualification. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank Form 1295 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 Qualifier's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Qualifier is required to file by the requirements of Chapter 176 of the Local Government Code. 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, and the failure to file may be grounds to void the contract, if Proposer is awarded a contract.

If Qualifier has any questions about compliance with Chapter 176, Proposer may wish to consult its' 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.

FORM 1295:
Certificate of Interested Parties (Form 1295):
In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

For Qualifier's convenience, a blank 1295 Form is enclosed with this proposal. Blank Form 1295's may also be obtained by visiting the Purchasing Agent's website – this website is linked from the Galveston County homepage, at http://www.co.galveston.tx.us.

As well, blank Form 1295 may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

41. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS:**
Qualifier certifies that neither it, nor any of its Principals, are presently debarred, suspended, proposed for debarment, disqualified, excluded, or in any way declared ineligible for the award of contracts by any Federal agency. Contractor agrees that it shall refund Galveston County for any payments made to Contractor while ineligible. Contractor acknowledges that Contractor's uncured failure to perform under this Agreement, if such should occur, may result in

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Contractor being debarred from performing additional work for the County, the GLO, the State, HUD, and other Federal and State entities. Further, Qualifier has executed the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters and returned the fully completed and executed original certification with the submission of its Qualification. **The truthful and fully completed and executed original of the Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters must be included with the submission of Qualifier's Qualification and is a mandatory requirement of this RFP. Qualifier's failure to include the fully completed and executed original of this Certification shall be considered non-compliance with the requirements of this RFQ and grounds for the rejection of Qualifier's Qualification.**

42. **NON-COLLUSION AFFIDAVIT:**
Qualifier certifies, 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 or 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 that of any other contractor, or to secure any advantage against the public body awarding the contract or 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.

A blank Non-Collusion Affidavit is included with this Qualification packet. Qualifier must enclose a truthful and fully executed original Non-Collusion Affidavit with the submission of its Qualification. This is a mandatory requirement of this RFQ. Failure to include the truthfully and fully executed Non-Collusion Affidavit in the submission of its Qualification shall be considered non-compliance with the requirements of this RFQ by the Qualifier and grounds for the rejection of Qualifier's submission.

No negotiations, decisions, or actions shall be initiated by any company as a 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.

43. **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.

44. **CONTROLLING LAW AND VENUE:**
Qualifier acknowledges and agrees that the contract is and shall be governed and construed by the laws of the State of Texas and that venue for any action shall lie in a court of competent jurisdiction in Galveston County, Texas.

45. **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.

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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:

A. Corporate resolutions prepared by the awarded Qualifier and the new entity ratifying acceptance of the original contract, terms, conditions and prices;
B. New Qualifier's Federal Identification Number (FEIN) and;
C. 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.

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

47. ACCURACY OF DATA:
Information and data provided through this Request for Qualification are believed to be reasonably accurate.

48. 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.

49. 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.

50. 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.

51. 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.

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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 this Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here."

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

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

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

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement;
- A business or organization in which the employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
- 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 for any person to offer, give, or agree to give any employee or former 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 a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Qualification pending before the 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 or to any person associated therewith as an inducement for the award of a subcontract or order.

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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 other person.

Prohibition against Contingent Fees:
It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Galveston County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Failure to abide by this section constitutes a breach of ethical standards.

Representation:
Qualifier represents and warrants, by signing and submitting its Qualification, that it has not retained anyone in violation of this section prohibiting contingent fees.

Contract Clause:
The representation prescribed above shall be conspicuously set forth in every contract and solicitation thereof.

52. SUBJECT TO APPROPRIATION OF FUNDS:
State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved by the Commissioners' Court. Galveston County anticipates this to be an integral part of future budgets to be approved during the periods of this contract, except for unanticipated needs or events which may prevent such payments against this contract. However, Galveston County cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available through appropriation (allocation) by the Commissioners' Court. This contract shall not be construed as creating any debt on behalf of the County of Galveston in violation of TEX. CONST. art. XI, § 7, and it is understood that all obligations of Galveston County are subject to the availability of funds.

53. NON-DISCRIMINATION:

A. **Equal Employment Opportunity:** Qualifier will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, genetic information or veteran status. Qualifier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, disability, genetic information or veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Qualifier agrees to post in conspicuous places, available to employees and applicants for employment, notices of employment.

Qualifier will, in all solicitation or advertisements for employees placed by or on behalf of Qualifier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, genetic information, or veteran status.

Qualifier will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

Qualifier will include the provisions herein in every subcontract or purchase order unless exempted.

GENERAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

B. **Drug Free Work Place Act:** Qualifier shall comply with all applicable requirements of the Drug-Free Workplace Act of 1988 and implementing regulations.

C. **Americans with Disabilities Act:** Qualifier shall comply with all applicable provisions of the Americans with Disabilities Act and implementing regulations.

D. **OSHA Regulations:** Qualifier agrees to maintain and to display any applicable materials for its employees in accordance with OSHA regulations.

E. **Compliance with Immigration Laws and Use of E-Verify:** Qualifier agrees to comply with all requirements of the U.S. Immigration Reform and Control Act of 1986, as amended, and any implementing regulations thereto. Qualifier further agrees to utilize the E-Verify system through the Department of Homeland Security on its employees. Qualifier shall not employ unauthorized aliens, and shall not assign services to be performed to any supplier or subcontractor who are unauthorized aliens. If any personnel performing any services hereunder are discovered to be an unauthorized alien, then Qualifier will immediately remove such personnel from performing services hereunder and shall replace such personnel with personnel who are not unauthorized alien(s).

F. **State and Federal Law Compliance:** Qualifier agrees to comply with all other State and Federal laws and regulations applicable to the provision of services under this contract.

54. RECORD RETENTION AND RIGHT TO AUDIT:

Qualifier shall keep and maintain all records associated with this contract for a minimum of five (5) years from the close of the contract or as required by Federal or State law or regulation, whichever period is longer. If awarded this contract, Qualifier shall allow the County reasonable access to the records in Qualifier's possession, custody, or control that the County deems necessary to assist it in auditing the services, costs, and payments provided hereunder. If this contract involves the use of Federal or State funds, then Qualifier shall also allow reasonable access to representatives of the Office of Inspector General, the General Accounting Office, and the other Federal and/or State agencies overseeing the funds that such entities deem necessary to facilitate review by such agencies and Qualifier shall maintain fiscal records and supporting documentation for all expenditures in a manner that conforms with OMB Circular A-87 (relocated to 2 C.F.R. Part 225) and this contract.

55. TITLE VI ASSURANCES/TxDOT:

The County is subject to Title VI of the Civil Rights Act of 1964 and the Federal and State laws and regulations of the United States Department of Transportation and Texas Department of Transportation (TxDOT). Pursuant to these requirements, the County must have its contractors provide required assurances on compliance with non-discrimination by itself and its subcontractors. The Title VI Assurances within this Subsection are not exhaustive – whenever any Federal, State, or Local requirement requires additional clauses, this list shall not be construed as limiting. Contractor agrees as follows:

(1) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

GENERAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or;
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions**. The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

56. SECTION 231.006, FAMILY CODE/DELINQUENT CHILD SUPPORT:

Pursuant to Title 5, Section 231.006 of the Texas Family Code, as applicable, Qualifier certifies that it, including all of its principals, is/are current in child support payments and therefore, that it is eligible to receive payments from State funds under a contract for property, materials, or services. Qualifier acknowledges and agrees that if it is awarded this contract, then the ensuing agreement may be terminated and payment withheld if this certification is inaccurate. Finally, by the submission of its Qualification, the Qualifier certifies that it has included the names and social security numbers of each person with at least 25% ownership interest in Qualifier within its response to the RFQ and that all such persons are current in child support payments.

57. ANTITRUST:

Pursuant to Title 5, Section 231.006 of the Texas Business and Commerce Code, Chapter 15, Contractor, by the submission of its qualification, certifies that neither Contractor nor any natural person, proprietorship, firm, corporation, partnership, association, or institution, represented by Contractor or anyone acting for such natural person, proprietorship, firm corporation, partnership, association, or institution has violated any Federal or State antitrust laws or communicated the nature of the offer, directly or indirectly, to any competitor or other person engaged in a similar line of business.

GENERAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

58. LABOR STANDARDS:

Qualifier acknowledges that the contract to be awarded pursuant to this RFQ is on a grant program funded with Federal funds. Qualifier shall comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland, "Anti-Kickback" Act (29 C.F.R. Part 3), the Davis-Bacon and Related Acts (29 C.F.R. Parts 1,3, and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. Qualifier is also responsible for ensuring that all subcontractors comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity", Copeland "Anti-Kickback" Act, the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), and all other applicable Federal, State, and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement.

59. ENTIRETY OF AGREEMENT AND MODIFICATION:

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

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

60. 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 at such other address as may have been previously given in writing to the parties (Qualifier shall provide its notice information with its Qualification submission). If mailed, the notice shall be deemed delivered when actually received, or if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, duly certified, return receipt requested, with proper postage affixed. If delivered in person, notice shall be deemed delivered when receipted for by, the receiving Party. If transmitted by facsimile, notice shall be deemed delivered when receipt of such transmission is acknowledged.

To the County at:

Hon. Mark Henry,
County Judge of Galveston County
722 Moody (21st Street), Second (2nd) Floor
Galveston, Texas 77550
Fax: (409) 765-2653

With copies to:

Rufus Crowder, CPPO CPPB,
Galveston County Purchasing Agent
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 621-7997

Robert Boemer, Director,
Galveston County Legal Department
722 Moody (21st Street), Fifth (5th) Floor
Galveston, Texas 77550
Fax: (409) 770-5560

To the Contractor at:

(Qualifier to provide its contact name, address, and facsimile number for notice hereunder.)

RFQ #B162015
OPEN: 08/25/2016
TIME: 2:30P.M.

SPECIAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

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

SCOPE:

Galveston County is seeking a professional firm with the experience, capabilities, credentials and qualified available staff to perform the annual audits of the financial statements of Galveston County and related entities starting with the fiscal year ending September 30, 2016. These audits are to be conducted in accordance with generally accepted auditing standards and standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. These standards require ~~that~~ the accounting firm plan and perform the audit to obtain reasonable assurance about whether the respective financial statements are free of material misstatement.

The audit of Galveston County includes the audit of Galveston County and the related, OMB-mandated "Single Audit".

The County's Comprehensive Annual Financial Report (CAFR) should be referred to for a complete understanding of the size and scope of these audits. The most recent CAFR is available at the County Auditor's website at www.co.Galveston.tx.us. Please refer to the Notes to the Financial Statements in the CAFR for a complete description of the organizations and funds included in the audits.

The firm may be asked to provide assistance to the Auditor's office in complying with GASB 34, 45 and other statements.

As of the 2010 Census, Galveston County had a population of 291,309 making it the 17th most populous county in Texas. The County provides a vast array of services which include public safety, administration of justice, health and human services, culture and recreational services, public improvements, and general administration.

One highly qualified audit firm will be selected for the audit of Galveston County. Firms interested in performing these audits should provide information about their firm, their audit practice, personnel who will conduct the audit and examples of relevant experience with audits of a similar size and scope to Galveston County. A fee schedule must be provided as an appendix to the ***Questionnaire*** response.

SPECIAL REQUIREMENTS/INSTRUCTIONS

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

RFQ #B162015
OPEN: 08/25/2016
TIME: 2:30P.M.

SPECIAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

QUESTIONS:
Vendors shall not contact any Galveston County personnel regarding this RFQ, evaluation or selection process from the time the RFQ is issued until the time a notification of intent to award is announced, without the express permission from the Office of the Galveston County Purchasing Agent. The Galveston County Purchasing Agent may disqualify any vendor who has made site visits, contacted personnel, or distributed any literature without authorization from this office. Galveston County may initiate discussions with vendors. Discussions may not be initiated by vendors. Galveston County expects to conduct discussions with vendor personnel authorized to contractually obligate the vendor with an offer.

Vendors are encouraged to review this entire Request for Qualification upon receipt. Questions relating to the RFQ must be submitted in writing and directed to Rufus Crowder, CPPO CPPB at rufus.crowder@co.galveston.tx.us *(preferred method)* by **Friday, August 19, at 5:00 p.m.** All questions submitted in writing prior to the deadline will be compiled and the answers forwarded in writing to all firms by via addendum.

EVALUATION:
An evaluation committee comprised of Galveston County staff will review and evaluate the Statements of Qualifications and will select the most highly qualified provider of the services requested on the basis of demonstrated competence and qualifications. Selected vendors may be expected to make a presentation to, or interview with, the evaluation committee.

The following will be considered in evaluating the qualification:

a. Firm's Background and Experience -Accounting Firm – The size and scope of the Firm's overall audit practice. Description of national and local experience with state, county or municipal audits. Description of the most significant audit clients located in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census.
b. Key Project Personnel – Number of Audit Partners, Managers and Staff in offices located in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census along with description of this personnel's experience with state and local government audits. Description of the local area personnel's experience with large audit clients of a similar size and scope to Galveston County.

c. Financial Information – Total audit fees generated during the most recent fiscal year both at the total firm basis and earned by offices in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census.

Any submitted qualifications shall remain valid for six (6) months after the RFQ due date or until Galveston County executes a contract, whichever is sooner. Galveston County may, in the event the selected firm fails to perform and/or the contract is terminated within forty-five (45) days of its initiation, enter into discussions with the next most qualified firm(s).

SPECIAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

QUESTIONNAIRE

To be considered, prospective firms must submit a complete response as required by the Request for Qualification. Firms must submit evidence of their ability to provide complete, thorough and comprehensive responses and information for each of the following components of this RFQ:

A. **Firm's Background and Experience**
   1. Describe your firm's organizational structure.
   2. How many years has your firm been in business under its present name?
   3. Indicate all other names by which your firm has been known and length of time known by each name.
   4. Indicate the number of years of experience your firm has conducting audits of large government entities similar to Galveston County.
   5. Include the address of your firm's website, if applicable.
   6. Describe your firm's general approach to auditing.
   7. List your firm's current or recent audit clients that are state or local government entities.
   8. List your firm's five largest audits of state or local governments.
   9. List your firm's current or recent audit clients in Texas that are state or local government entities.
   10. List your firm's five largest audit clients located in Galveston County, where the audit is substantially performed in Galveston County.
   11. Please provide any other background that you feel is pertinent to the auditing needs expressed by the County of Galveston.
   12. List of all office locations in the Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census

B. **Key Project Personnel -** Provide information regarding capabilities and experience of personnel directly assigned to this project that include the following:
   1. Professional resumes for key personnel and their responsibilities for the duration of the contract.
   2. Indicate the education and professional licensing of each person as it relates to this project. Include a list of previous projects, similar in size and complexity, in which each team member has played a significant role.

C. **Financial Information** – Provide financial information to help demonstrate the size and scope of the audit practice and independence of the firm including:
   1. Total audit fees firm-wide.

   2. Total audit fees generated in the Texas and Houston-Baytown-Sugarland, Texas Metropolitan Statistical Area as defined by the U.S. Census
   3. Total audit fees related to local government audits firm-wide and locally.

SPECIAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

D. **Estimated Fees/Cost**

1. The response should include an estimate of the total cost of the annual audit services (including the annual single audit). The estimated total cost will be the maximum fee paid under the contract for annual audit services. The following details should be included in the estimate of the total cost of annual audit services:

Description	Number of Hours	Hourly Rate	Estimated Cost
Partner			
Manager			
Sr. Auditor			
Staff Auditor			
Support Staff			
Itemized List of additional costs			

2. The hourly rate in the schedule above will also be the fee for special audit assignments other than the annual audit services.

3. Manner of Payment:
Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's qualification. Billings shall cover a period of one complete calendar month and each invoice should include the total annual estimated costs, the total billed for that year to date, and a detailed delineation of the services billed in the current month to include the following:

Description	Contract Estimated Hours	Revised Estimated Total Hours		
	Hours Billed to Date	Current Hours Billed	Hourly Rate	Billed Amount
Partner				
Manager				
Sr. Auditor				
Staff Auditor				
Support Staff				
Itemized List of additional costs				

SAMPLE AGREEMENT

All proposers are required to include a Sample Agreement/Engagement Letter with their qualification submittal. The sample agreement will be reviewed by Galveston County Legal and the terms will be negotiated with the successful proposer.

1.01 **A. Name of Contact Person**

The auditor's principal contact with the "County" will be Randall Rice CPA, County Auditor (409-770-5301), or a designated representative, who will coordinate the assistance to be provided by the "County" to the auditor.

SPECIAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

1.02 **B. Background Information**

Galveston County serves an area of about 430 square miles with a population of 314,000 (est. – 2015). The County's fiscal year begins on October 1 and ends on September 30. The County provides the traditional governmental services of Public Safety, Public Works, Justice, General Administration, Parks & Recreation, Jail Operations, and other county-related activities.

The Galveston County 2016 General Fund (not including the GASB 54 General Related Funds) Budget is $145,299,559, which includes a General Fund payroll of approximately $74,151,214 covering 1,007 full-time General Fund employees. Some other information about the County includes:

Fiscal Year 2015

Purchase orders issued	11,336 annually
Accounts payable checks	10,562 annually
Payroll checks	841 annually
Direct deposit payroll checks	33,999 annually
Deposit Warrants	11,498 annually
Purchasing card transactions	7,010 annually
Purchasing cards active	244 cards
Purchasing cards for Emergency Mgmt	15 cards
Purchasing Cards Inactive	27 cards
Purchasing card dollar volume	$ 2,089,152
Property taxes - Levied	$ 130,850,000
Property taxes - Collected	$129,171,000
General fixed assets – per CAFR	$ 452,860,315
Outstanding long-term debt – per CAFR	$ 259,588,434
Net OPEB Obligation – per CAFR	$ 57,688,101

The County is organized into departments and elected official offices. The accounting and financial reporting functions of the County are centralized in the County Auditor's office. Cash receipts are decentralized into various offices and departments. More detailed information on the government and its finances can be found in the 2015 Comprehensive Annual Financial Report and the 2016 Annual Budget document. These documents are available from the County Auditor or Budget Office website, as well as the Financial Transparency webpage.

SPECIAL PROVISIONS
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

1.03 **C. Fund Structure**

The County uses the following fund types and account groups in its financial reporting:

Fund Type	No. of Individual Funds	No. with Legally Adopted Budgets
General Fund	5	1
Special Revenue Funds	53	18
Debt Service Funds	27	27
Capital Projects Fund	32	32
Enterprise Funds	1	0
Internal Service Funds	7	0
Private-Purpose Trust Funds	0	0
Agency Funds	29	0

BID #: B162015
OPEN: 08/25/2016
2:30 P

BID SHEET

Auditing and Related Services

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and invita to bid we submit the following:

LINE ITEM TOTAL $_____

OPTIONS TO RENEW 3 Extensions/1 Year Options

_____ WITNESS

_____ COMPANY NAME

_____ DATE

_____ AUTHORIZED REPRESENTATIVE'S SIGNATURE

_____ PRINTED NAME

_____ TITLE

_____ CORRESPONDENCE ADDRESS

_____ REMIT ADDRESS

_____ CITY, STATE ZIP CODE

_____ CITY, STATE ZIP CODE

_____ TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

_____ TELEPHONE NUMBER

_____ FAX NUMBER

ADDENDUM'S RECEIVED #1____#2____#3____

LINE ITEM DETAIL

Auditing and Related Services

GALVESTON COUNTY, TEXAS

BID #: B162015
OPEN: 08/25/2016
2:30 P

VENDOR ID **BIDCON Bid and Contract Vendor**

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	92623	Auditing and Related Services	1	EA	_____	$_____	$_____

Extended Price Total of all Items $_____

RFQ #B162015
OPEN: 08/25/2016
TIME: 2:30 P.M.

QUALIFICATION FORM
AUDITING AND RELATED SERVICES
COUNTY OF GALVESTON, TEXAS

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

EXCEPTIONS (if no exceptions are taken, state NONE):

_____

_____

THE COMPANY OF: _____

ADDRESS: _____

_____

FEIN (TAX ID): _____

The following shall be returned with your qualification. Failure to do so may be ample cause for rejection of qualification as non- responsive. It is the responsibility of the Qualifier to ensure that qualifier has received all addenda.

Items:	**Confirmed (X):**
1. References (if required)	_____
2. Addenda, if any	#1_____ #2____ #3____ #4 ___
3. One (1) original and three (3) copies of submittal	_____
4. Qualification Form	_____
5. Vendor Qualification Packet	_____
6. Debarment Certification Form	_____
7. Non-Collusion Affidavit	_____
8. Form CIQ	
9. Payment Terms:	_____**net 30** _____**Other**

Person to contact regarding this qualification: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

Name of person authorized to bind the Firm: _____

Signature: _____ Date: _____

Title: _____ Phone: _____ Fax: _____

E-mail address: _____

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QUALIFICATION FORM
AUDITING AND RELATED SERVICES
GALVESTON COUNTY, TEXAS

Qualfier shall use this form to provide the information for notice.

1. Contact information for notice:

   Name:_____
   Address:_____
   _____
   Telephone Number:_____ Facsimile number:_____

2. If a copy of notice is requested, please complete below:

   Name:_____
   Address:_____
   _____
   Telephone Number:_____ Facsimile number:_____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

   Qualifier to submit reference information. Qualifier shall use this form to provide minimum required reference information. If Qualifier wishes to provide more than the minimum, Qualifier should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Qualifier's capability to carry out the requirements set forth in this qualification:

   Business Name of Organization:_____
   Name of Person:_____
   Title of Individual within Organization, if applicable_____
   Business address:_____
   _____
   Telephone number:_____ Facsimile number:_____

   Business Name of Organization:_____
   Name of Person:_____
   Title of Individual within Organization, if applicable_____
   Business address:_____
   _____
   Telephone number:_____ Facsimile number:_____

   Business Name of Organization:_____
   Name of Person:_____
   Title of Individual within Organization, if applicable_____
   Business address:_____
   _____
   Telephone number:_____ Facsimile number:_____

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QUALIFICATION FORM
AUDITING AND RELATED SERVICS
GALVESTON COUNTY, TEXAS

References of major supplier of Qualifier who can speak to the financial capability of the Qualifier to carry out the requirements set forth in this qualification:

1. Business Name of Supplier_____
   Name of Person:_____
   Title of Individual within business:_____
   Business address:_____
   _____
   Telephone number:_____ Facsimile number:_____

2. Business Name of Supplier_____
   Name of Person:_____
   Title of Individual within business:_____
   Business address:_____
   _____
   Telephone number:_____ Facsimile number:_____

3. Business Name of Supplier_____
   Name of Person:_____
   Title of Individual within business:_____
   Business address:_____
   _____
   Telephone number:_____ Facsimile number:_____

The remainder of this page intentionally left blank

State of Texas §
§
County of Galveston §

NON-COLLUSION AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared _____ (Affiant), whom being first duly sworn, deposes and certifies that:

- Affiant is the _____ of _____, that
  (Individual, Partner, Corporate Officer) (Name of Qualifier)
  submitted the attached Qualification in **RFQ No. B162015 Auditing and Related Services**
- Affiant is a duly authorized representative of Qualifier and is authorized to make this Non-Collusion Affidavit;
- The attached Qualification is genuine and is not a collusive or sham Qualification;
- The attached Qualification has been independently arrived at without collusion with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor;
- Qualifier has not colluded, conspired, connived or agreed, directly or indirectly, with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, to submit a collusive or sham qualification or that such other qualifier, bidder, proposer, person, firm, competitor, or potential competitor shall refrain from qualifying;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor to fix the price or prices in the attached Qualification or of the qualification any other qualifier;
- Qualifier has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier bidder, proposer, person, firm, competitor, or potential competitor to fix the overhead, profit or cost element of the Qualification price or prices of any other qualifier, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Galveston County or any person interested in the proposed contract;
- Affiant has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor, paid or agreed to pay any other qualifier, bidder, proposer, person, firm, competitor, or potential competitor any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the price or prices in the attached Qualification or the qualification of any other Qualifier; and
- Affiant certifies that Affiant is fully informed regarding the accuracy of the statements contained herein, and under penalties of perjury, certifies and affirms the truth of the statements herein, such penalties being applicable to the Qualifier as well as to Affiant signing on its behalf.

_____
Signature of Affiant

SWORN TO and **SUBSCRIBED** before me this _____day of_____, 2016.

_____
Notary Public

My Commission Expires: _____

County of Galveston

ACKNOWLEDGMENT AND CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBLITY

Executive Orders 12549 & 12689 Certification, Debarment and Suspension

Solicitation Number: RFQ #B162015

Solicitation Title: Auditing and Related Services

Contractor hereby CERTIFIES that:

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

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

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

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

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

_____ _____

Name of Business Date

By: _____

Signature Printed Name & Title

County of Galveston
Purchasing Department
Vendor Qualification Packet

(rev. 1.2, March 29, 2010)

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

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:	
( ) Add New	( ) Change Data	( ) Re-activate
( ) Inactivate	( ) Employee	( ) Attorney
( ) Landlord	( ) Foster Parent	( ) Refund
( ) One Time	( ) Foster Child	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ 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 Line 1 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.

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

Social security number

or

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** ▶

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 28% 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.

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" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business 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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

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, 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 chart below 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 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
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 (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, 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 *www.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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

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

_____

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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 vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer 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 interest of one percent or more?

☐ Yes ☐ No

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

4

_____ _____

Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015