



THE CITY OF  
**EDINBURG**  
REQUEST FOR QUALIFICATIONS

**RFQ #2011-006    PROFESSIONAL ENGINEERING SERVICES**

The City of Edinburg is seeking Request for Qualifications for Professional Engineering Services. The City of Edinburg will receive sealed envelopes containing Request for Qualifications to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas, 8:00 a.m. - 5:00 p.m., Monday through Friday.

RFQ's shall be addressed to: **CITY OF EDINBURG, C/O CITY SECRETARY, 415 W. UNIVERSITY DRIVE, P.O. BOX 1079, EDINBURG, TX 78540.**

Request for Qualifications will be received by **Monday, August 01, 2011** no later than 3:00 p.m. RFQ's sent via facsimile **shall not** be accepted. **RFQ's shall be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.** Overnight mail must also be properly labeled on the outside of the express envelope or package in reference to the RFQ. Any RFQ received after closing date and time will be returned to the firm unopened.

Please direct your questions regarding the preparation of the RFQ to Mr. Ponciano N. Longoria, P.E., C.F.M., City Engineer, by calling (956) 388-8211.



**415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540**  
**Phone (956) 388-8204 • Fax (956) 383-7111**



## REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

### RFQ #2011-006 - Professional Engineering Services

1. Request for Qualifications Letter.	1 Page
2. Legal Notice - Instructions.	8 Pages
3. Submittal Sheet	1 Page
4. Statement of Qualification Evaluation Criteria.	3 Pages
5. RFQ Scoring Criteria.	1 Page
6. Insurance Requirements.	3 Pages
7. Exhibit "A" - CIQ Form.	1 Page
8. Exhibit "B" - I.R.S. W-9 Form	4 Pages

The above mentioned items are found in the Request for Qualifications (RFQ) package that is attached herewith. Should you find that any of the items are not attached in its entirety, please contact Pilar Corpus-Park by calling (956) 388-8211 or (956) 369-2552, to advise of missing documentation, and we will forward information either through e-mail, facsimile or by U.S. Mail.

Thank you.

CITY OF EDINBURG  
REQUESTS FOR QUALIFICATIONS  
FOR

Professional Engineering Services

ACCEPTANCE DATE: AUGUST 1, 2011

Contact Person:

Ponciano N. Longoria, P.E., C.F.M.  
Director of Public Works  
CITY OF EDINBURG  
Public Works Department  
415 W. University / P.O. Box 1079  
Edinburg, Texas 78540-1079

## LEGAL NOTICE

1. **Sealed Statements of Qualifications** will be received for **“Professional Engineering Services”** in accordance with the requirements attached hereto.” RFQ’s should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of the City of Edinburg (“CITY”). Strong rationale must be presented for any deviation from the requirements. The City of Edinburg reserves the right to reject the deviation and its effect on the overall RFQ.
  
2. Ten (10) copies of all RFQ’s are required, with the vendor’s name and address clearly typed / printed on upper left hand corner and the proper notation clearly typed / printed on the lower left hand corner of the envelope and / or package, **REQUEST FOR QUALIFICATIONS #2011-006 “Professional Engineering Services”** and in the City Secretary’s Office, City Hall, 415 W. University, Edinburg, Texas **on or before 3:00 p.m., Monday, August 1, 2011.** **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERTY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** The City of Edinburg reserves the right to refuse and reject any/all RFQ’s and to waive any / all informalities or technicalities, or to accept the RFQ considered the best and most advantageous to the City of Edinburg. **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN**, Monday, July 18, 2011 at 5:00 p.m., responses will be sent to all applicants via facsimile by Thursday, July 21, 2011. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
  
3. The City of Edinburg reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. The City of Edinburg also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate City to accept the lowest dollar proposal. The award of this contract shall be made to the responsible firm whose proposal is determined to be the best evaluated offer resulting from qualifications and other evaluation factors as herein set forth.

4. Failure to meet the stated requirements shall release City of Edinburg from all obligations to the contracting party with regard to the service(s) in question. In such event, City may elect to award the contract to the next best qualified responsible firm, or to reject all RFQs and re-advertise.
5. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
6. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by City or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposer shall acknowledge receipt of all addenda as a part of their RFQ.
7. City reserves the right to accept or reject any or all RFQs.
8. Costs (if any) are to be net F.O.B. destination.
9. City is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
10. Funds for the procurement have been provided through the City budget for this fiscal year only. City, on annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of City are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will no be construed to create a debt of the City which is payable out of funds beyond the current fiscal year.
11. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to The City of Edinburg Purchasing Office in order to establish an account with the City. All awarded firms must submit a completed W-9 and a copy of their Federal ID Number Certificate.
12. DELIVERY INSTRUCTIONS (if applicable for goods and/or services):
  - No deliveries accepted after 5:00 P.M., Monday-Friday.
  - If you need additional information call the office listed below:

Ponciano Longoria, P.E., C.F.M.  
Director of Public Works  
CITY OF EDINBURG  
415 W. University / P.O. Box 1079

Edinburg, TX 78540-1079  
(956) 388-8211

13. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - a.) Name and address of firm
  - b.) Name and address of receiving department or official
  - c.) Purchase Order Number (if any)
  - d.) Information as to the Project
  - f.) Information as to the scope of work performed and either number hours billed or % of project billed (depending on project scope)
  
- Discount payments will be considered when offered.

14. Schedule of Events

<b>RFQ Acceptance, 3:00 p.m.</b>	<b>August 1, 2011</b>
<b>Review and Evaluation</b>	<b>August 1-5, 2011</b>
<b>Award of Contract – Council Meeting</b>	<b>August 16, 2011</b>

15. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the City, or for any elected official, department head or employee or former elected official, department head or employee of the City, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of 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 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 proposal therefore pending before any department or agency of the City.
  
- 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 the City, or any person associated therewith, as an inducement for the award of a subcontractor or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

16. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with The City ("City of Edinburg") to disclose in the Conflict of Interest Questionnaire (the "CIQ" is attached as Exhibit "A"), the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the City. By law, the CIQ must be filed with the City of Edinburg Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with The City of Edinburg for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process at the City's discretion may be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with The City of Edinburg are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

**Please Submit completed forms to The City of Edinburg Purchasing Office located at P.O. Box 1079, Edinburg, Texas 78540-1079**

**COMPLETEION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

17. If, during the life of any contract of proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to City.

18. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
19. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to City that it meets the following requirements:
  - Possess or is able to obtain adequate financial resources to perform under the proposal;
  - Be able to comply with the required or proposed delivery schedule;
  - Have a satisfactory record of performance;
  - Have a satisfactory record of integrity and ethics;
  - Be otherwise qualified and eligible to receive an award.
20. Successful proposer will pay or cause to be paid, without cost or expense to City, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits required by Federal and State Law, Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of City, including, but not limited to, benefits associated with City's civil service system.
21. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and / or performance of services ordered, or (c) terminated by City with thirty (30) day's written notice prior to cancellation.
22. City reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default by successful proposer; City reserves the right to terminate any contract immediately in the event a successful proposer fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise performs in accordance with the requirements.
23. Successful proposer shall defend, indemnify and save harmless City and all its elected officials, officers, agents and employees from all

suits, actions, or other claims of any character, name and description brought for on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless City from liability, claims or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupies premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against City growing out of such injury or damages, and shall, upon request, provide a defense to City by counsel reasonably acceptable to City. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

24. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective and not meeting specifications shall be replaced by successful proposer within two business days at no expense to the City. Items not picked up within one (1) week after notification shall be deemed a donation to City and may be used or disposed of at City's discretion and without waiver of any other rights of City as to the item's nonconformity.
25. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
26. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of the City.
27. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.
29. The Respondent may be disqualified for any of the following reasons:

- The Respondent is engaged in any litigation against the City;
- The Respondent is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The Respondent is in arrears on any property taxes due to the City;
- The Respondent has any outstanding past due balances with the Solid Waste Department;
- The Respondent is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs;
- Lack of competency as revealed by a financial statement, experience and equipment, ect.;
- Reason for believing collusion exists among the Vendors.

**REQUEST FOR QUALIFICATIONS  
For  
Professional Engineering Services  
RFQ No. 2011-006**

**July 15, 2011**

To: Lorena Fuentes – Purchasing Agent  
City of Edinburg  
415 W. University  
P.O. Box 1079  
Edinburg, Texas 78540-1079

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned firm proposes and commits to furnish all labor and services as set forth in the documents hereinbefore mentioned.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Participant understands that the City of Edinburg reserves the right to reject any or all SOQ's and further reserves the right to design the evaluation criteria to be used in selecting the proposal deemed to be in the best interest of the City of Edinburg.

Respectfully submitted,

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

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

TITLE: \_\_\_\_\_

**STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA**  
**FOR PROFESSIONSAL ENGINEERING SERVICES**

In response to this RFQ, the SOQ will be evaluated only with regard to **OVERALL QUALIFICATIONS, BACKGROUND, TRAINING, EXPERIENCE, and PREVIOUS EXPERIENCE WITH CITY.**

The following professionals should apply for consideration:

Registered Professional Engineers

- Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ.
- Registered or licensed in the State of Texas
- Individuals who have experience in the following:
  - New Construction
  - Renovation
  - Planning
  - Upgrading existing systems

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City.

**SCOPE OF WORK**

The scope of services solicited under and individual request will vary from project to project according to specific project requirements. In general, however, the anticipated scope of services associated with this RFQ is expected including but not limited to the following types of projects:

:

- Road, pavement and signage design
- Traffic Signal Design
- Hydrology & Hydraulics
- Evaluation and redesign of existing structures and improvements
- Utility Infrastructure improvements
- Water and Wastewater Infrastructure; and
- Other related civil and structural improvements & design

**REQUEST FOR QUALIFICATIONS FORMAT**

Each respondent shall provide the following information:

1. Discuss the Firms history including organizational chart.
2. A one-page resume of all key members of the firm who would be working on projects and how long the members of the firm have been working together.
3. Experience: Provide a profile of experience for the PSP and all members of the firm. This section shall include but not be limited to the following:
  - a. The PSP's relevant experience with prior projects for the City of Edinburg
  - b. Ability to plan and execute work effectively, meet deadlines, interface with boards and city staff.
  - c. Identify the members of the proposed team. Provide firm experience and individual resumes for the all consultants that will make up your team. Provide a list of consultants that you may use that are not normally needed for a typical project. Proposal shall address experience and method for project cost estimating.
  - d. Information and references on public project work, preferably performed by the PSP. Include a minimum of five (5) projects and dates of completion and reference information for each project.
  - e. Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.

### **SELECTION PROCESS**

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

1. The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

- |    |   |           |
|----|---|-----------|
| a. | Overall Qualification of Team           | 40 points |
| b. | Previous Experience with City           | 15 points |
| c. | Ability to meet Schedules and Deadlines | 30 points |
| d. | Stability and References                | 15 points |

2. The Selection committee will select the most qualified Firm(s) and may invite them for an interview with members of the selection committee.

3. Should an interview be requested, respondents should be prepared for 15 minutes of presentation and 15 minutes of questions and answers.

4. City Staff shall recommend a preliminary list of the most qualified firms to the City Council. .

5. Standard rates and fees will be requested after Council approval of preliminary list. When standard rates and fees are agreed upon and accepted, the selected PSP(s) shall be placed on the City's approved list and shall be assigned work on a rotating basis for a period of two (2) years. Upon need, one or more of the qualified providers will be contacted by City Staff on an as-needed basis. If the firm or individual contacted by City Staff is not available due to lack of resources or not able to meet the time constraints of a particular project, City Staff shall contact another qualified provider from the remaining respondents.

If however, all respondents on the list are unable to meet the time constraints or do not have the necessary resource to render services, the City of Edinburg may contact other providers not previously qualified and request qualifications for such services.

6. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked PSP until a pool of approximately 3-5 are selected.

7. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.

**REQUEST FOR QUALIFICATIONS (RFQ) SCORING CRITERIA**

**RFQ #2011-06 - Professional Engineering Services**

<b>1. Overall Qualification of Team</b>	<b>Total Points Possible</b>	<b>40 pts.</b>
A. Thoroughness of requested Information	(10 pts.)	_____
B. Experience with Similar Projects	(10 pts.)	_____
C. Capability to perform all services requested	(10 pts.)	_____
D. List of project references provided (on time completion)	(10 pts.)	_____
<b>2. Previous Experience with City</b>	<b>Total Points Possible</b>	<b>15 pts.</b>
A. Firm rating based on past experience	(15 pts.)	_____
<b>3. Availability</b>	<b>Total Points Possible</b>	<b>30 pts.</b>
A. Capability to meet schedules & deadlines	(10 pts.)	_____
B. Current workload and ability to commence various requested projects simultaneously	(10 pts.)	_____
C. General turn around time for each project	(10 pts.)	_____
<b>4. Financial Responsibility and Stability</b>	<b>Total Points Possible</b>	<b>15 pts.</b>
A. Years in business	(5 pts.)	_____
B. Previous Insurance Claims (past 5 years)	(5 pts.)	_____
C. Insurance Responsibility (meets or exceeds requested requirements)	(5 pts.)	_____
<b>GRAND TOTAL</b>		_____

## INSURANCE REQUIREMENTS

**Please note that some of the City's insurance requirements may or may not apply to this RFQ. Please read the insurance requirements carefully to determine which requirements will apply to this RFQ.**

(A) If the contract amount is over \$25,000 for construction or facility improvements, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the state, in accordance with state statutes, as amended. A payment bond in the full amount of the contract price to assure payment is required by law of all persons supplying labor and material in execution of work provided for in the contract.

(1) A bid guarantee equivalent to 5% of the bid price is required from each bidder. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the specified time.

(2) A performance bond on the part of the contractor for 100% of the contract price is required. A "performance bond" is one executed in connection with the contract to secure fulfillment of all the contractor's obligations under such contract. It is solely for the protection of the City awarding the contract; in the amount of the contract; and is conditioned on the faithful performance of the work, in accordance with the plans, specifications, and contract documents, including warranties. The performance bond shall remain in effect during the warranty period of the contract or for one year, whichever is longer.

(3) A payment bond on the part of the contract for 100% of the contract price is required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract. 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 sub-contractor to supply labor or material and is in the amount of the contract.

(4) Failure of a contractor to comply with is section authorizes the City Manager to terminate the contract and retain any applicable security.

(B) A bid guarantee, performance and payment bond will not be required for contracts zero to \$25,000. The City will specify in the contract that no money will be paid to the contractor until the project has been completed and final acceptance has been made by the City.

(C) Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

(D) The following insurance requirements will be included in all City contracts of \$5,000.00 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

(E) The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may

obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

<b>Minimum Insurance Requirements</b>	
<b>Type of Coverage</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident  Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

4. Professional Liability. The insured shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Contract as long as any liability could be asserted. Coverage shall be no less than \$1,000,000 per occurrence.

## 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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

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

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

#### Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

<sup>2</sup>However, the following payments made to a corporation (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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

#### Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

### What Name and Number To Give the Requester

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

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

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

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

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

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

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

Yes       No

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

Yes       No

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

Yes       No

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

4

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

\_\_\_\_\_  
Date