

January 5, 2016

**ALIEF INDEPENDENT SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS #1614
REAL ESTATE BROKERAGE/AGENT SERVICES**

INTRODUCTION:

Alief Independent School District (“District”) is seeking qualification statements from experienced local real estate brokers/firms to assist in buying and/or selling real property and land required to meet the needs of the District. It is the intent of this RFQ to have the successful firm(s) enter into a Professional Services Contract with the District to supply real estate services as outlined herein.

Qualification Packages must be submitted in a sealed opaque envelope bearing on the outside the name of the proposer, address, and proposal name and number. If forwarded by mail (next day, Federal Express, etc.), the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified.

One (1) original, two (2) identical copies and one (1) identical electronic duplicate in pdf format of the Qualification Statements should be **delivered** to the Purchasing Department, 12102 High Star, Houston, Texas 77072. Deadline for submission **is 2:00 p.m., January 22, 2016.** The RFQ will not be publicly opened; only names of proposers submitting Qualification Statements will be available. To ensure on-time delivery of qualification package, it is highly recommended that ample time be allowed for mailing. **No faxed, e-mailed or late proposals will be accepted.**

If a person contemplating submitting a proposal is in doubt as to the true meaning of any part of the contract document, find discrepancies or ambiguities in or omissions from the specifications, a written request may be submitted for an interpretation thereof to the Purchasing Department, 12102 High Star, Houston, Texas 77072. All written requests must be received in the Purchasing Department seven (7) business days before proposal deadline. Alief ISD will not be responsible for any oral instructions. An addendum clarifying any discrepancy will be sent to all proposers.

Addenda are to be incorporated as part of the Qualification Statements and shall become part of the Contract Documents. The receipt of all Addenda shall be acknowledged on the proposal forms.

Alief ISD reserves the right to waive all formalities, to be the sole judge of quality and suitability and may reject any or all proposals.

I. CONTRACT TERM

This Request for Qualifications is for Real Estate Brokerage/Agent Services for fiscal years 2016-2020. Contract may be extended with mutual consent.

This Agreement is subject to the appropriation of funds by the District in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement. The obligations of the District in any fiscal year for which this Agreement is in effect shall constitute a current expense of the District for that fiscal year only, and shall not constitute an indebtedness of the District beyond that fiscal year. In the event of no appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated.

II. CONTRACT FOR PURCHASE:

Notwithstanding anything to the contrary contained in these terms and conditions for proposals, upon the District's acceptance of a proposal, the proposer and the District will have entered into a binding contract. The contract is enforceable from the time of acceptance without regard to the time of notification to the proposer of acceptance.

A "Letter of Award" issued by the Alief ISD Director of Procurement will notify the successful respondent. This letter, together with the signed Certification Sheet, Felony Conviction Notification, Acknowledgment Form, SB 9 Contractor Certification, Debarment Form, Conflict of Interest Questionnaire (if required), Form 1295-Certificate of Interested Parties and any other requested documents will be used as the contract documents.

III. TERMINATION

Either party may terminate this Agreement at any time by giving a 30 day written notice to the other party of its intention to terminate as of the date specified in the notice.

IV. ADDENDA:

Addenda are to be incorporated as part of the Qualification Statements and shall become part of the Contract Documents.

V. TAXES:

The School District is exempt from all applicable Federal and State Taxes. Tax-exempt information will be furnished upon request.

VI. INDEMNIFICATION:

Vendor agrees to protect, defend, indemnify, and hold harmless the District, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the District, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reasons of any acts or omissions of the Vendor, its employees, or agents, arising out of or connected with the Agreement. The Vendor shall not be required to indemnify the District or its agents, employees or representatives, when an occurrence results solely from the wrongful acts or omissions of the District, or its agents, employees or representatives.

VII. VENUE:

This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

VIII. EQUAL EMPLOYMENT OPPORTUNITY:

All proposers shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60).

No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

IX. CONFLICT OF INTEREST:

All vendors or contractors doing business with Alief ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006.

For additional information, please visit

<http://www.statutes.legis.state.tx.us/docs/lq/htm/lq.176.htm>.

The form may be downloaded from the Texas State website:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

X. DISCLOSURE OF INTERESTED PARTIES:

House Bill HB1295 enacted by the 84th Legislature requires the disclosure of Interested Parties for contracts with a government entity, including a city, county, public school district or special district, which requires an action or vote by the governing body before signing the contract or for a contract that has a value of at least \$1 million.

Link to Text of Adopted Rules – See Chapter 46

https://www.ethics.state.tx.us/rules/adopted_Nov_2015.html#Ch46

XI. ASSIGNMENT-DELEGATION:

No right or interest in this contract shall be assigned or any obligation delegated by offeror without the written permission of Alief ISD.

XII. PUBLIC INFORMATION:

All material submitted to the Alief Independent School District becomes public property and is subject to the Texas Open Records Act upon receipt.

Pursuant to SB 1368: Contractor is required to make all requested information created or exchanged pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available to the district in a format accessible by the public at no additional charge.

XIII. PROPRIETARY INFORMATION:

If a proposer does not desire proprietary information in a proposal, quote, or other communication(s), to be disclosed, each page must be identified and marked proprietary at time of submittal. The School District will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

XIV. INSURANCE REQUIREMENTS

Firm shall purchase and maintain, in a company or companies licensed to do business in the State of Texas, such insurance as will protect the Firm and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The firm shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Firm shall, during the performance of this Agreement, keep in force the following insurance:

Professional Liability, \$1, 000,000 each occurrence, \$2,000,000 aggregate.

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

The Certificate of Insurance must be presented prior to start of service. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

XV. PUBLIC INFORMATION:

Alief Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are exempted from public disclosure under such Act. The firm must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a qualifications that the firm claims is confidential or proprietary. All qualifications and parts of qualifications that are not marked as confidential or proprietary will be considered public information after the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked.

In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed.

XVI. ADDITIONAL INFORMATION:

For additional information or questions concerning this request for qualifications please contact Joe Schuster, Director of Purchasing at joe.schuster@aliefisd.net or Yvette Logeman, Senior Buyer at yvette.logeman@aliefisd.net or 281-498-8110, ext. 6710.

SUBMISSION REQUIREMENTS

This RFQ has the following sections:

Section 1 Introduction and Instructions to Proposers
Section 2 Minimum Qualifications Requirements
Section 3 Submittal Information
Section 4 Evaluation Criteria
Section 5 Respondent Representations
Section 6 Questionnaire
Section 7 Required Forms

Section 1 - Introduction and Instructions to Proposers:

Qualification statements (herein referred to as “Qualifications Statement” or “Qualification Statements”) from interested Real Estate Brokerage Firms (“Firm” or “Firms”) will be received by Alief ISD at the office of the Purchasing Department, 12102 High Star, Houston, TX 77072 January 22, 2016 at 2:00 pm CST.

Real Estate Broker

Alief ISD is seeking qualification statements from experienced local real estate brokers/firms to assist in buying and/or selling real property and land required to meet the needs of the District. It is the intent of this RFQ to have the successful firm(s) enter into a Professional Services Contract with the District to supply real estate services as outlined herein.

The successful firm shall agree to contract with the District to provide the following:

- ☐ Services required to perform market analysis,
- ☐ Developing pro forma analysis and reports,
- ☐ Searching for properties,
- ☐ Developing strategies for rental, acquisition and/or sale of properties,
- ☐ Negotiating with landlords, sellers or buyers on behalf of the District,
- ☐ Providing appraisals or coordinating with Real Estate Appraisers,
- ☐ Coordinating and securing title information, real estate transaction closings, and
- ☐ Handling all other customary activities and services associated with real estate transactions as directed by the District.

Services will include consultation with District staff relating to real estate needs of the District. Presentations at executive sessions and public meetings may be required during the course of any resulting contract.

The use of a Real Estate Broker for the District will be coordinated through the Business Services Department. The provider will be expected to work directly with representatives of various District departments when providing services.

All services shall be administered in conformance with Federal and State Laws, and applicable Alief ISD policies and procedures.

There are no other specifications other than what is included in this RFQ package. Any questions on this RFQ must be submitted in writing and e-mailed to Joe Schuster, Director of Purchasing for Alief ISD at joe.schuster@aliefisd.net. All correspondence after the issuance of this RFQ shall be directed through the Alief ISD Director of Purchasing as identified in this document. Any contact outside of the Director of Purchasing will be considered non-compliance and cause for rejection of qualifications packet.

All questions or requests for clarification must be received no later than January 14, 2016 at noon to ensure that there is adequate time to respond and take appropriate action (if needed) prior to the deadline.

Any qualification submittals received after January 22, 2016 at 2:00 pm CST shall be returned to the proposer unopened. Alief ISD will not be liable for any cost incurred in the preparation of any response.

Key Events Schedule:

Issue Request for Qualifications January 5, 2016

Last Date for Questions/Clarifications January 14, 2016 at 12:00 pm CST

Deadline for Submission of Qualifications January 22, 2016 at 2:00 pm CST

Selection by Alief ISD Board of Trustees February 16, 2016

Restricted and Prohibited Communications; "No Contact" protocol:

During the period between the date the District issues this RFQ and the selection of the Firm that is awarded a contract by the District, if any, interested Firms shall restrict all contact with the District and direct all questions regarding this RFQ, the Qualifications Statement, the interviews, the solicitation process, or any other matter regarding the solicitation, including questions regarding terms and conditions, only to the District's Director of Purchasing as specified above. Do not contact any other administrator or employee of Alief ISD, any member of the Board of Trustees, or any agent of the District. Contact with any of these individuals after issuance of the RFQ and before approval by the Board of Trustees, may result in disqualification of your response.

The communications prohibition shall terminate when the broker is recommended by the administration and considered by the Board of Trustees at a noticed public meeting. In the event the Board refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed.

Prohibited communications includes direct contact, discussion, or promotion of the Firm's response with any member of the District's Board of Trustees or employees other than communications with the District's designated representatives as set forth in this RFQ and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential firms, assure that decisions are made in public, and to protect the integrity of the solicitation process. Except as provided in the above stated exceptions, the following communications regarding a particular solicitation are prohibited:

- Communications between a potential firm, vendor, service provider, bidder, offeror, lobbyist or consultant and any member of the District's Board of Trustees;
- Communications between any Trustee and any member of a selection or evaluation committee; and
- Communications between any Trustee and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with the District's purchasing agent specifically named and authorized to conduct and receive such communications under this RFQ or upon the request of the District, with the District's legal counsel.

Nothing contained herein shall prohibit any person or entity from publicly addressing the District's Board of Trustees during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFQ or in connection with a presentation requested by the District's representatives.

Qualified Firms must follow the directions regarding inquires, questions, and addenda on contacting the District. Failure to follow instructions can result in rejection of qualifications packet.

Requests for sales calls and introductory meetings will be respectfully declined.

All questions and answers will be issued as an addendum.

Texas Public Information Act

During the course of the selection process, the responses submitted by respondents are exempt from disclosure to the public under the Texas Public Information Act. However, upon the award of the contract, if any, or the rejection of the responses, the Qualifications Statements and all information submitted to the District will become a public record; and therefore, subject to disclosure to any person who makes a proper request for review of the documents. Some of the information you may provide in your response may contain commercial or other information which is privileged or confidential by statute, or which you feel may cause substantial competitive harm to your business if disclosed by the District to a third-party even after the award. You may be entitled to protect this information at the time the request is made for disclosure; however, you will need to consult your legal counsel to assure that this kind of information, if included in your response, is properly marked as confidential prior to submission. Wholesale marking of your entire submission "Confidential" or "Proprietary" will not be effective.

Reservation of Rights and Waiver

The submission of a response to this RFQ is an offer by the Respondent to contract only and does not constitute a contract. There will be no contractual obligations on the part of the District to any person or Firm, nor will any Firm have any property interest or other right in a contract unless and until all terms of the contract have been agreed upon by the District, including, without limitation, the cost for the services; all provisions of the contract have been negotiated to the satisfaction of the District; the contract is unconditionally signed by the District and the selected Firm; the contract is delivered by all parties; and all conditions to be fulfilled by the Firm prior to contracting have either been so fulfilled by the Firm or waived in writing by the District.

The District reserves the right to: (1) make multiple awards, or award representation to one or more Firms, as deemed to be in the best interests of the District; (2) reject any or all Qualifications Statements and to make awards as may be advantageous to the District; (3) to hold Qualifications Statements for ninety days from submission date without action; and (4) to waive irregularities or technicalities in the Qualifications Statements in order to take an action which is in the best interests of the District. Alief ISD guarantees no quantities, dollar amounts, or awards to any Respondent and reserves the right to terminate the services of any selected Respondent at any time if not satisfied with the Respondent's performance. The District will consider and evaluate all Qualifications Statements meeting the stated specifications.

WAIVER BY RESPONDING FIRMS:

BY SUBMITTING A QUALIFICATIONS STATEMENT, PARTICIPATING IN AN INTERVIEW, AND, IF APPLICABLE, A SUBMISSION (ALL THREE INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RESPONSE"), THE FIRM SUBMITTING A RESPONSE AGREES TO AND DOES HEREBY WAIVE ANY AND ALL CLAIMS IT HAS OR MAY HAVE AGAINST THE ALIEF INDEPENDENT SCHOOL DISTRICT, AND ITS TRUSTEES, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY RESPONSE; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, THE RFQ, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY RESPONSE OR ANY PART OF ANY RESPONSE; (4) WAIVER BY THE ALIEF INDEPENDENT SCHOOL DISTRICT OF ANY TECHNICALITIES IN THE RFQ PACKAGE OR ANY RESPONSE; (5) WAIVER OR CHANGE IN ANY NON-MATERIAL PROVISION OF THE RFQ SOLICITATION PACKAGE OR MATERIALS THAT DO NOT ADVERSELY AND SPECIFICALLY AFFECT THE PREVIOUSLY SUBMITTED RESPONSES; AND/OR (6) THE AWARD OF A CONTRACT, IF ANY.

Section 2 – Minimum Qualifications Requirements

Firms interested in responding to this RFQ must satisfy the following minimum requirements to be considered:

- 1) Must be licensed and in good standing with the Texas Real Estate Commission.
- 2) Must have an excellent reputation in the real estate community.
- 3) Must be knowledgeable in the local real estate market and have a minimum of five (5) years experience with small and large commercial properties, and unimproved land acquisition.
- 4) Knowledge of Alief Independent School District area real estate is required.
- 5) Knowledge and experience in the acquisition and sale of school district owned property is desired.

Respondents that fail to comply with the above minimum qualifications will be considered non-responsive and need not apply.

Alief ISD reserves the right to evaluate Responses based on any other criteria deemed important and/or necessary to determine best overall value in accordance with State of Texas Law(s).

Alief ISD or its designated representative reserve the right to request additional or clarifying information after the Response has been submitted. This information may be used to further evaluate the Response or clarify any information included in the Response. The appropriate contact for the Respondent shall be provided as requested herein for all such correspondence.

Evaluation of Responses will be based upon the information provided by the Respondent. It is very important that the Respondent provide all required information as part of their Response. Failure to provide necessary information and documentation could result in the Response being rejected.

Section 3 - Submittal Information

All responses to this solicitation must meet the following conditions to be considered:

- Submission must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the proposer's representative;
- Alief ISD will not be liable for any cost incurred in the preparation of any submission;
- A minimum of (5) references, preferably other K-12 school districts
- Alief ISD may ask proposers to send a representative to one or more oral interviews at Firm's expense;
- One (1) original, two (2) identical copies and one (1) identical electronic duplicate in pdf format of the Qualification Statements must be received by January 22, 2016 at 2:00 pm CST at the Alief ISD Purchasing Office in an enclosed sealed envelope.
- Delivery of qualifications statement is at the risk of the respondents.

Qualifications Statements shall be prepared providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of the content, responsiveness to the requirements and understanding of the District's needs.

PLEASE INDICATE THE RFQ NUMBER ON THE OUTSIDE OF THE ENVELOPE/BOX AS FOLLOWS:

Sample format of the remittance envelope:

Your firm name
Your return address info

Alief ISD
Purchasing Department
12102 High Star
Houston, TX 77072

"REQUEST FOR QUALIFICATIONS FOR REAL ESTATE BROKERAGE/AGENT SERVICES - #1614. Do Not Open Until 2:00 PM, CST, JANUARY 22, 2016."

Section 4 - Evaluation Criteria

After choosing the most qualified Respondent, the District will attempt to negotiate a contract at a fair and reasonable cost. If the negotiations are unsuccessful with the Firm, the District will attempt negotiations with the next Firm. Although Alief ISD anticipates very qualified Firms to submit Qualifications Statements, it is ultimately up to the District as the client, based on our judgment, to select the Firm or Firms that are the best qualified. Additionally, Alief ISD reserves the right to reject any and all Responses if deemed to be in the best interests of the Owner and to re-solicit for qualifications, or to reject any and all responses if deemed to be in the best interests of the District and to temporarily or permanently abandon the procurement. If Alief ISD awards a contract, it will award the contract to the Respondent whose response is the most advantageous to the District, considering the evaluation factors set forth in this RFQ.

The review of the Qualifications Statements and conduct of interviews will be made by an evaluation committee appointed by the Superintendent or designee. The preliminary screening of Qualifications Statements to determine which Firms will be asked to participate in the interviews may also include an estimate of the capacity and relative size of the Firm as determined from the Responses.

The District may withdraw this RFQ, reject qualifications of any portion thereof at any time prior to an award, and is not required to furnish a statement of the reason why a particular firm's submittal was not deemed to be the most advantageous to the District.

Evaluation of Qualifications

The Respondents selected for an award will be the Firm that is most highly qualified within real estate services. The Responses will be evaluated by District personnel. The criteria for evaluation of Responses, and selection of the successful Respondent for this award, will be based on the factors listed below:

- 1) The experience of the Firm and its personnel in providing real estate advice and services; the litigation and claims experience of the Firm; the commitment and local experience of the Firm to be located in the local office for the performance of the services; and the availability of the Firm's personnel.
- 2) Information supplied by references, including District experience with Respondent's services.
- 3) Local real estate market, and school district real estate knowledge.

Submission of a Response indicates Respondent's acceptance of the evaluation process and Respondent's recognition that the evaluation process necessarily and inherently involves some subjective judgments will be made by the District during the assigning of points.

The District is not obligated and will not create or provide debriefings, analysis, post-submittal review, nor opinions, as to why a Firm or Firms received a particular evaluation, result, or recommendation during evaluation or selection, unless required by law, statute, or regulation.

Section 5 - Respondent Representations

Respondent acknowledges and agrees that:

- 1) this RFQ is a solicitation for Qualifications and is not a Contract or an offer to contract;
- 2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the District and Respondent;
- 3) the District has made no representation or warranty, written or oral, that one or more contracts with the District will be awarded under this RFQ; and
- 4) Respondent shall bear, as its sole risk and responsibility any cost which arises from Respondents' preparation of a response to this RFQ. Respondent offers and agrees to comply with all terms, conditions, and requirements set forth in the RFQ documents and contained herein.

By submitting a Qualifications Statement in response to this RFQ, Respondent represents and warrants that:

- 1) Respondent is a company regularly engaged in providing Professional Real Estate Services;
- 2) Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
- 3) Respondent certifies that all statements, information, and representations submitted are current, complete, true, and accurate in every detail. Respondent acknowledges that the District will rely on such statements, information, and representations in selecting the most qualified Respondent(s); and
- 4) Respondent certifies that no member of the Board of Trustees of the Alief Independent School District has any financial interest, directly or indirectly, with the Firm or its principal members.

Addenda and Clarifications

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be submitted as an Addendum.

No clarification to the RFQ Qualifications Statements submission can be made by the Respondent after the Due Date and Time unless requested in writing by the Evaluation Committee.

Section 6 - Questionnaire

1. Where is the Respondent's primary headquarters?
2. Is Respondent authorized and/or licensed to do business in Texas?
3. Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?
4. Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations?
5. Has the Respondent or any of its principals been fined?
6. Provide any other names you or your business has used within the last ten (10) years.
7. Describe your firm's familiarity and experience with non-residential property in the Alief ISD area.
8. Describe the capacity of your firm and the individuals who would be personally working with Alief ISD.

Section 7 - Required Forms

Representations and Certifications

By submitting this offer, the vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

- a. Represents that to the best of its knowledge it is not indebted to the Alief Independent School District. Indebtedness to the District may be basis for non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.
- c. Section 44.034 Subsection (a) of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Subsection (c) this notice is not required of a publicly held corporation.
- d. "Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this service agreement, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the school district or defraud the school district of its rights.) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."
- e. The undersigned attests that they are a duly authorized employee by their company to bind said company to the prices offered and to the terms and conditions of this bid.
- f. No employee of the District shall have a direct financial interest in any contract with the district, nor shall any employee have a direct financial interest in the sale of any land, equipment, supplies, materials, or service. Any violation of this policy will render the contract null and void unless such contract is approved by the Alief ISD Board of Trustees after full disclosure. Therefore, vendor shall note any and all relationships that might be a conflict of interest and shall include such information with the bid/bid response.

This district has implemented a “no contact” policy during the bidding process. This means that from the date the solicitation is issued until the date the bid is awarded by the board, there shall be no contact by any vendor to any district employee (excluding the Director of Purchasing) or board member in relation to this bid, unless authorized by the Director of Purchasing. The undersigned attests that no employee or representative of the company has violated A.I.S.D.’s “No Contact” policy.

Name: _____ Date: _____

Signature: _____

**INCLUDE THE
FOLLOWING PAGES
COMPLETED & SIGNED IN YOUR
QUALIFICATION PACKAGE**

RFQ SUBMISSION FORM
REQUEST FOR QUALIFICATIONS #1614
REAL ESTATE BROKERAGE/AGENT SERVICES

Name of Firm:_____

Contact:_____

Phone:_____

E-mail:_____

Date:_____

	REQUIRED DOCUMENTS	PLACEMENT
	1. RFQ Submission Form	Insert at front of binder
	2. Conflict of Interest Disclosure (if required)	
	3. Certification Form	
	4. Felony Conviction Notification	
	5. Debarment Form	
	6. SB9 Certification	
	7. Form 1295-Certificate of Interested Parties	
	8. Form – W9	
	9. Form-Representation and Certification (page 14)	

CERTIFICATION FORM
REQUEST FOR QUALIFICATIONS #1614
REAL ESTATE BROKERAGE/AGENT SERVICES

In order for a proposal to be considered, the following information must be provided.

FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION

COMPANY NAME: _____

STREET OR P. O. BOX: (Mailing Address) _____

CITY _____ STATE: _____ ZIP: _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

YRS/MOS IN BUSINESS UNDER PRESENT NAME: _____ MINORITY/WOMEN OWNED BUSINESS: _____ YES _____
NO _____

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT BIDDER

I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":

MR. MRS. MS.
(CIRCLE ONE)

NAME (PLEASE PRINT)

POSITION

SIGNATURE

DATE

OR

NONRESIDENT BIDDER

As defined by Texas House Bill 602, a "nonresident bidder" means a bidder whose principal place of business is not in Texas, but excludes a vendor whose ultimate parent company or majority owner has its principal place of business in Texas.

If you qualify as a "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) _____

(a) Does your "residence state" require bidders whose principal place of business is in Texas to underbid Vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located

YES _____ NO _____

(b) If "YES", What is that amount or percentage? _____ %

I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

MR. MRS. MS.
(CIRCLE ONE)

NAME (PLEASE PRINT)

POSITION

SIGNATURE

DATE

FELONY CONVICTION NOTIFICATION
REQUEST FOR QUALIFICATIONS #1614
REAL ESTATE BROKERAGE/AGENT SERVICES

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b) states a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.

THIS SECTION DOES NOT APPLY TO A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL: (print name)_____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

ACKNOWLEDGEMENT FORM
REQUEST FOR QUALIFICATIONS #1614
REAL ESTATE BROKERAGE/AGENT SERVICES

Having carefully examined the Terms and Conditions and Specifications, the undersigned Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The contractor affirms that the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give him or her unfair advantage over other vendors in the award of this proposal.

In compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

By signature below contractor agrees and affirms conditions set forth within this proposal and that Alief ISD is the sole judge of quality and suitability and may reject any or all proposals or requirements at its discretion. Awards may be made to other than low-dollar proposer(s). The contractor agrees to waive any claim against the Owner arising from the evaluation, administration, recommendations or award of the contract.

PLEASE PRINT

Date:

Company Name:

President/Designee:

Position:

ADDENDA: Respondent acknowledges receipt of Addenda numbered _____through _____ and has incorporated the provisions thereof into his bid/proposal.

I have read and understand the terms and conditions herein and will abide by them.

DEBARMENT FORM

**REQUEST FOR QUALIFICATIONS #1614
REAL ESTATE BROKERAGE/AGENT SERVICES**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred.

Contractor must certify that the organizations and its principals are not suspended or debarred.

- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract the Federal OMB, A-102 Common Rule (§_.36)

Contractor Name: _____

Contractor Address: _____

Contractor Telephone: _____

Authorized Company Official's Name: _____
(printed)

Signature of Company Official: _____

Date: _____

SB 9 CONTRACTOR CERTIFICATION
REQUEST FOR QUALIFICATIONS #1614
REAL ESTATE BROKERAGE/AGENT SERVICES

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history record records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors.

The district may not obtain criminal histories for contractors: The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records service at 512-424-2474.

Definitions:

Covered employees: Employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code §249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school; (a) a felony offense until Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor, certify to Alief Independent School District that [check one]:

[☐] None of Contractor's employees are covered employees as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

- [☐] Some or all of Contractor's employees are covered employees. If this box is checked, I further certify that:
- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
 - (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
 - (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature _____

Date: _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4 Name of Interested Party		City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
Signature of authorized agent of contracting business entity				
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.				
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath				
ADD ADDITIONAL PAGES AS NECESSARY				

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	Alief Independent School District 12102 High Star Houston, TX 77072
	7 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 generally 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 instructions for line 1 and 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.