



Company Name:

TARRANT COUNTY
PURCHASING DEPARTMENT

MELISSA LEE, C.P.M., A.P.P.
PURCHASING AGENT

CHRIS LAX, CPSM, CPSD, CPCP
ASSISTANT PURCHASING AGENT

RFQ NO. 2023-151

**REQUEST FOR QUALIFICATIONS
FOR
ANNUAL CONTRACT
FOR
RESIDENTIAL AND LAND
REAL ESTATE BROKERAGE SERVICES
FOR
VARIOUS PROJECTS**

**RESPONSES DUE JUNE 15, 2023
2:00 P.M. CST**

RFQ NO. 2023-151

Please cut out and affix to the outside of your response package



**TARRANT COUNTY
SEALED BID/PROPOSAL/RESPONSE**

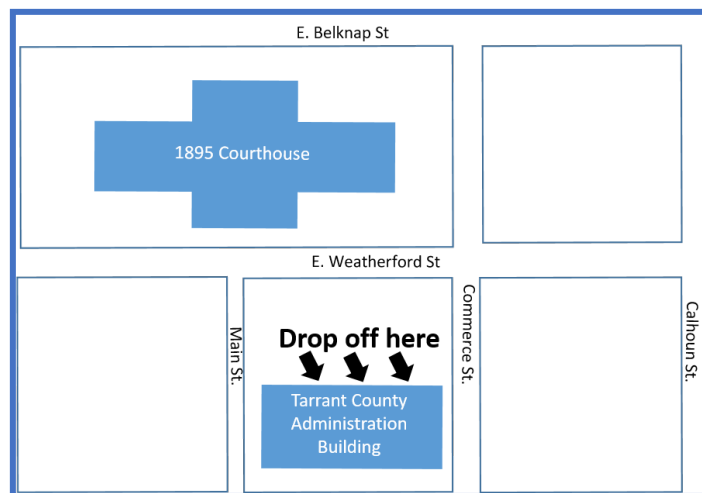
RFQ No. 2023-151

**RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND
REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS**

Due Date: JUNE 15, 2023, at 2:00 PM. CST

**Tarrant County Administration Building
ATTN: Purchasing Department
100 E. Weatherford St., Third Floor, Suite 303
Fort Worth, Texas 76196-0104**

Street View



Building View

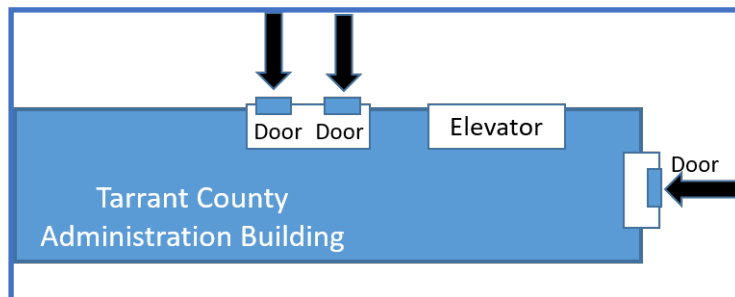


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This Table of Contents is intended as an aid to respondents and not as a comprehensive listing of the RFQ package. Respondents are responsible for reading the entire RFQ package and complying with all specifications.

<p align="center">RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS</p>

Tarrant County is soliciting qualifications for **ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS** for **TRANSPORTATION SERVICES – RIGHT OF WAY DIVISION**.

Original and Two (2) Copies
OF
COMPLETE RFQ RESPONSES
MUST BE RECEIVED IN THE
TARRANT COUNTY PURCHASING DEPARTMENT
AT 100 E. WEATHERFORD, SUITE 303
FORT WORTH, TEXAS 76196-0104
ON OR BEFORE JUNE 15, 2023, AT 2:00 P.M. CST

All responses are due in the Tarrant County Purchasing Department by the due date in sealed envelopes or boxes. All responses must be clearly marked with the RFQ Number, the name of the company submitting the qualifications package, and the date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original response must be clearly marked "ORIGINAL" and contain all original signatures.

Any response received after the date and/or hour set for the RFQ opening will not be accepted. Respondent will be notified and will advise the Tarrant County Purchasing Department as to the disposition by either pick up, return at respondent's expense, or destroyed with written authorization of the Respondent. If responses are sent by mail to the Tarrant County Purchasing Department, the Respondent shall be responsible for actual delivery of the qualifications package to the Tarrant County Purchasing Department before the advertised date and hour set for opening of RFQs. If mail is delayed either in the postal service or in the internal mail system of Tarrant County beyond the advertised date and hour set for the RFQ opening, responses thus delayed will not be considered and will be disposed of as authorized.

Responses may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, responses become the property of Tarrant County and may not be amended, altered or withdrawn without the recommendations of the Tarrant County Purchasing Agent and the approval of Commissioners' Court.

No oral explanation or instructions will be given by Tarrant County officials or employees in regard to the meaning of the request for qualifications before the award of the contract unless authorized by the Tarrant County Purchasing Agent or their designee. Requests from interested respondents for additional information or interpretation of the information included in the qualification package should be directed in writing, via fax or via email, to:

TERESA RALLS, SENIOR BUYER

Fax: 817-884-2629

Email: BidQuestions-RSVP@tarrantcountytx.gov

All documents relating to this RFQ including but not limited to, the RFQ document, questions and responses, addenda and special notices will be posted under the RFQ number on the Tarrant County website and available for download by respondents and other interested parties. No documents will be faxed or e-mailed after the initial Notice of Intent prior to award. **It is the Respondents' sole responsibility to review this site and retrieve all related documents prior to the RFQ due date.**

<p style="text-align: center;">RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS</p>
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The deadline for receipt of all questions is 12:00 p.m., CST, Monday, May 22, 2023. After this deadline, all questions and responses will be posted on the website and available for download by interested parties.

All questions **must** be submitted in writing and directed to Teresa Ralls, Senior Buyer, via fax at **817-884-2629** or, if unable to fax, emailed to:

BidQuestions-RSVP@tarrantcountytexas.gov

Faxed Questions: Faxed questions **must** reflect the RFQ number **or** include the RFQ cover page.

Emailed Questions: The email **must** include the RFQ No. in its subject and confirmation of receipt by Tarrant County is **required**.

All Response Forms and Questionnaires must be fully completed and included in your response. Detailed specifications have been provided and any deviations or exceptions must be referenced on the form provided. Unless deviations are specifically stated herein, services will be provided according to the specifications at no additional charge.

This RFQ is issued in compliance with the Chapter 2254 of the Government Code. Negotiations shall be conducted with responsible vendor(s) who submit responses determined to be reasonably susceptible of being selected for award.

CONFIDENTIALITY: Any material that is to be considered confidential in nature must be clearly marked as such and shall be treated as confidential to the extent allowable in the Open Records Act. Trade secrets or confidential information **MUST** be placed in a separate envelope marked **“CONFIDENTIAL INFORMATION”** and **EACH PAGE** must be marked **CONFIDENTIAL INFORMATION.** Tarrant County will make every effort to protect these papers from public disclosure as outlined in LCG, Texas Government Code, Chapter 552.

Responses shall be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All responses that have been submitted shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the response and identified as such.

The successful Respondent shall defend, indemnify, and hold harmless Tarrant County from any and all liability or loss of any nature whatsoever arising out of or relating to the Respondent performing work on County premises, including, without limiting the generality of the foregoing coverage, any act or omission of the contractor, its agents, servants, employees, or invitees in the execution or performance of the contract.

Continuing non-performance of the Vendor in terms of Specifications shall be a basis for the termination of the contract by Tarrant County. Tarrant County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days notice prior to cancellation.

Responses will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies and to make award in the best interest of Tarrant County.

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Responses may be rejected, among other reasons, for any of the following specific reasons:

1. Responses containing any inconsistencies
2. Unbalanced value of any items.

Respondents may be disqualified and their responses not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Respondents.
2. Reasonable grounds for believing that any Respondent is interested in more than one (1) Response for the work contemplated.
3. Respondent being interested in any litigation against Tarrant County.
4. Respondent being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed, including but not limited to, by a financial statement, experience and equipment and questionnaires.
6. Uncompleted work which in the judgment of Tarrant County will prevent or hinder the prompt completion of additional work, if awarded.
7. Respondents shall not owe delinquent property tax in Tarrant County.
8. Limited competition.

It is the Respondent's sole responsibility to print and review all pages of the RFQ document, attachments, questions and responses, addenda and special notices. The Signature Form must be signed and returned. Failure to provide signature on this form renders response non-responsive. Failure to complete and submit all required forms, including but not limited to References, Compliance with Federal and State Laws Form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire response.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the Respondent. Tarrant County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the respondent to determine the full extent of the exposures.

Respondent may not assign their rights and duties under an award without the written consent of the Tarrant County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

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TO THE EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD TARRANT COUNTY, ITS OFFICIALS, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (I) VENDOR'S BREACH OF ANY OF THE TERMS OF PROVISIONS OF THIS AGREEMENT OR (II) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF VENDORS, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT.

VENDOR(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

VENDOR(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS, AND PAY ALL TAXES, AND MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. THE SUCCESSFUL VENDOR ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME AND BENEFITS TO PERSONNEL. VENDOR ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE OR FEDERAL GOVERNMENT AGENCIES.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **CONTRACT TERMS:** Vendor(s) will be awarded a twelve (12) month contract, effective from date of award or notice to proceed as determined by the Tarrant County Purchasing Department. At Tarrant County's option and approval by the Vendor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options.
2. **RENEWAL OPTIONS:** Tarrant County reserves the right to exercise an option to renew the contract of the Vendor for two (2) additional twelve (12) month periods, provided such option is stipulated and agreed upon by both parties. If Tarrant County exercises the right in writing, the Vendor must update and submit any documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. Required documents must be in force for the full period of the option. If the updated documents are not submitted by the Vendor in complete form within the time specified, Tarrant County may rescind its option or seek a new solicitation.
3. **MINIMUM INSURANCE REQUIREMENTS:**
 - A. Vendor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by Tarrant County.
 - 1) Workers' Compensation/Employer's Liability
 - a. Worker's Compensation — statutory
 - b. Employer's Liability — \$500,000
 - 2) Commercial General Liability:
 - a. Bodily Injury/Personal Injury — \$1,000,000 per occurrence
\$2,000,000 aggregate
 - b. Property Damage — \$500,000 aggregate
 - 3) Professional Liability as it applies to the position being filled
— \$1,000,000 per occurrence
\$2,000,000 aggregate
 - B. Tarrant County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by Tarrant County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Vendor.
 - C. Required Provisions:
 - 1) Proof of Carriage of Insurance – All Certificates of Insurance will be required in duplicate and filed with the Tarrant County Purchasing Agent and the Budget and Risk Management Department at 100 East Weatherford Street, Suite 305, Fort Worth, Texas 76196 prior to work commencing.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

- 2) All Certificates shall provide Tarrant County with an unconditional thirty (30) days written notice in case of cancellation or any major change.
- 3) As to all applicable coverage, policies shall name Tarrant County and its officers, employees, and elected representatives as an additional insured.
- 4) All copies of the Certificates of Insurance shall reference the project name and solicitation number for which the insurance is being supplied.
- 5) Vendor agrees to waive subrogation against Tarrant County, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.
- 6) If applicable, the Vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies Tarrant County with the proper documents verifying the coverage.
- 7) All Contractor's Employees and Assignees must be covered by Contractor with regards to All Workers' Compensation Employer's Liability, Commercial General Liability Insurance as well as all required coverages to comply with the Affordable Care Act.

4. CRIMINAL BACKGROUND CHECK:

- A. If this contract requires that Vendor personnel access Tarrant County Data (either on-site or remotely) or access secure areas of Tarrant County Facilities, then Vendor personnel may be required to undergo a fingerprint-based Criminal Justice Information Services (CJIS) Background Check, a Human Resources Criminal Background Check, or a Sheriff's Criminal Background Check. Criminal Background Checks will be paid for by Tarrant County.
 1. The Vendor must provide information, including, but not limited to, employee name, date of birth, a clear copy of employee's driver's license, and a copy of employee's social security card for each individual required to pass a Criminal Background Check.
 2. Award of a contract could be affected by Vendor's refusal to agree to these terms.
 3. Failure of the Vendor to supply personnel who pass a Criminal Background Check could affect the award of the contract or could result in termination of the contract.
 4. The Criminal Background Check applies to the individual and not the Company.
 5. Passing status must be maintained by Vendor personnel for duration of the contract.

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SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

5. INFORMATION TECHNOLOGY HOSTED OR CLOUD SOLUTION:

- A. The following is only applicable when the Vendor is providing Information Technology hosted or cloud solution:
1. **Confidentiality, Integrity, Availability (CIA)**
Vendor shall protect the Confidentiality, Integrity, and Availability (CIA) of all Tarrant County Data ensuring extra levels of security. All Tarrant County information must remain private and permit redaction of protected information before publication. Audit trails cannot be altered.
 2. **Breach Notification**
Vendor agrees that upon discovery of unauthorized access to Tarrant County Data, Vendor shall notify Tarrant County both orally and in writing. In no event shall the notification be made more than forty-eight (48) hours after Vendor knows or reasonably suspect unauthorized access has or may have occurred. In the event of a suspected unauthorized Access, Vendor agrees to reasonably coordinate with Tarrant County to investigate the occurrence.
 3. **Data**
All Tarrant County data will remain in the 48 contiguous United States at all times.
 4. **Right to Audit**
Tarrant County reserves the right to audit Vendor datacenters which house Tarrant County Data or receive SSAE 16 SOC Type II audits from a reputable security advisory service firm (e.g. EY, Deloitte, KPMG, PWC, Coalfire, etc.).

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STATEMENT OF WORK

I. INTRODUCTION AND PURPOSE:

- A. The Tarrant County Transportation Services Right-of-Way Division is interested in engaging Residential and Land Real Estate Brokerage firms to provide professional Real Estate Brokerage services for Tarrant County. The range of services to be provided will be broad and will involve residential and land real estate properties located in Tarrant County, TX.
- B. This RFQ will be utilized to engage firms for future, undefined projects and an indefinite quantity of Real Estate Brokerage Services as need arises.
- C. Work provided by the firm(s) under this RFQ will be negotiated at a percentage commission rate, a fixed sum per project, or at an hourly rate. A contract will be signed for individual projects, depending on the type of project and cost of the work.
- D. Tarrant County will evaluate all responsive RFQ submittals and will rank firms in order as outlined in the Evaluation Criteria by geographic area of specialization.

II. REAL ESTATE BROKERAGE FIRM'S SERVICES:

- A. A description of services that may be utilized under this RFQ includes:
 - 1. Represent the County and conduct negotiations as the seller's agent in the sale of County real estate.
 - 2. Represent the County and conduct negotiations as the owner's agent in the lease of County real estate.
 - 3. Perform market analyses as needed.
 - 4. Develop and implement marketing strategies to sell or lease County real estate.
 - 5. Represent the County and conduct negotiations as the leaser's agent for the lease of real estate.
 - 6. Represent the County as the buyer's agent in the purchase of real estate.
 - 7. Regularly consult with Tarrant County Transportation Services Right-of-Way Division regarding real estate projects.
 - 8. Handle all other activities and services that are customarily associated with residential and land real estate transactions.
 - 9. No sub-contracting will be allowed under the contract.

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III. SUBMITTAL REQUIREMENTS:

A. General Format:

1. In the interest of performing a thorough and timely review of all qualification packages received, Tarrant County requests that all evaluation packages be submitted in the following tabbed format, with strict adherence to the page limitations specified below. All pages shall be 8-½" x 11". ***Please do not submit any qualifications package in a font size less than ten (10) points.***
2. Submittals to Tarrant County should be a maximum of fifteen (15) pages, **not** including form pages **16, 17, 18, 19, 20, 21, 22, 23, and 24 or legal documents (Section III, D)**, with type on one (1) side only. Any attachments will not be considered in the evaluation.
3. The qualifications package should meet the specified format, be presented in a concise form, be provided in one (1) clearly marked "Original" and two (2) copies of the completed package signed and dated. Responses should be bound by binder clips only.

B. Statement of Qualifications:

The following information should be provided in the Statement of Qualifications, **and in the following order.**

1. Firm's local address.
2. Firm's corporate or main office address.
3. Number of years the firm has been in business.
4. Names, qualifications, and experience of professional staff who would be assigned to Tarrant County.
5. Company organization chart.
6. Geographic area(s) of specialization (see map in **Attachment A**). Firm **must** specifically indicate which geographic area(s) they specialize in. Firm will only be considered for award for the area(s) indicated. Response will be deemed non-responsive if no geographic area(s) is indicated.
7. Detailed sample of the residential and land properties that the firm has provided brokerage services for in each area of geographic specialization including: type of service provided, address of property, and description of property.
8. Evidence of Real Estate License in the State of Texas for each Broker or agent who could be assigned to the Tarrant County Account.
9. Evidence that Broker(s) and each agent completed the Texas Real Estate Commission Mandatory Education for Brokers and Agents Salesman License Renewal.

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10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Evidence that the Broker is a member of a Residential Multiple Listing Service. Please state which Multiple Listing Service (MLS) your company belongs to. Provide the name and location of the MLS and describe the geographic areas covered by the MLS.
12. Provide firms volume of sales for the past three (3) years.
13. Provide the firms ratio of residential and land real estate listings to sales for residential and land properties sold in the past five (5) years.
14. Summarize the firm's expertise in selling and acquiring properties for public entities through both purchase and lease.
15. Describe reasons why the firm would be uniquely qualified for this contract.
16. Describe any additional unique services offered by your firm.
17. Provide at least three (3) references (pages 17 &18), other than Tarrant County, in the Fort Worth/Dallas Metroplex for which the firm has provided similar size and scope of work in the last three (3) years. References must include company name, contact person, email address, and phone number.

C. Additional Information:

1. Provide a listing of all current litigation(s), outstanding judgments and liens affecting the firm.
2. Provide a listing of Disciplinary Actions, License Suspensions or actions to revoke a Brokers' or Salespersons' License through the Texas Real Estate Commission.

D. Legal Documents:

1. Include any standard agreement(s) and/or contract(s) associated with Real Estate Brokerage Services that would require Tarrant County signature.

IV. LAWS AND REGULATIONS

- A. The Real Estate Brokerage Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

V. VEHICLE

- A. The Real Estate Firm shall provide his / her own transportation and gas in the execution of the aforementioned duties, and shall, at all times, carry vehicle insurance as outlined above.
- B. All costs related to the Real Estate Firm's vehicle shall be the responsibility of the Firm.

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VI. EVALUATION CRITERIA

A. The following evaluation criteria will be followed in selection of those firms determined to be reasonably susceptible to being selected for award.

- | | | |
|----|-------------------------------------|-----|
| 1. | Responsiveness | 20% |
| 2. | Qualifications and Experience | 70% |
| 3. | References | 10% |

VII. EVALUATION / SELECTION PROCESS / AWARD

A. Approach:

1. The Tarrant County Purchasing Department will guide the evaluation of the responses received. An Evaluation Committee will be established to evaluate and score the submitted Responses. The Evaluation Committee may consist of representatives from various Tarrant County Departments.
2. For each geographical area of specialization (see map in Attachment A), Tarrant County shall rank those firms qualified in order as outlined above.
3. The respondents with the highest initial evaluation scores may be invited to an interview with Tarrant County. Interview scores will be based on the same evaluation criteria used in the initial ranking. Tarrant County is under no obligation to conduct interviews.
4. Once the evaluation committee has finalized the ranking order, the Tarrant County Commissioners Court will be requested to approve the ranking order.
5. Tarrant County will initiate negotiations with the top ranked firm for the specific geographical area (Attachment A) of the project. Should negotiations fail with the first choice, Tarrant County will initiate negotiations with the next top ranked firm, and so forth.
6. Submission of qualifications indicates Respondent's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by Tarrant County during the evaluation process.



TARRANT COUNTY HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) POLICY

I. POLICY STATEMENT

The Tarrant County Commissioners Court, being the policy development and budgetary control unit of county government, will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUBs) through the use of race, ethnic and gender neutral means. It is the policy of Tarrant County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts of firms who recognize and practice similar business standards.

II. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his or her identification as a member of certain groups, including women, Black Americans, Mexican Americans and other Americans of Hispanic origin, Asian Americans and American Indians.

Certified HUBs includes business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Tarrant County.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

III. POLICY GUIDELINES

- A. Tarrant County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the county.
- B. Tarrant County will use and recognize the State of Texas certification process in conjunction with the implementation of this policy. The County does recognize other agencies' certifications. Tarrant County reserves the right to review the certification status of any vendor applying to do business with the County. This review will be accomplished to determine the validity and authenticity of the vendor's certification as a HUB.
- C. The Commissioners Court may establish HUB target goals. Through a systematic approach of soliciting quotes, responses and proposals from certified HUBs and in compliance with applicable state and federal law this policy will strive to meet those goals.
 1. Target goals should consider:
 - the availability of HUB firms within the specific category of goods or services to be procured; and
 - the diversity of the county's population.
 2. The goals should be reviewed and amended periodically.
 3. The program may apply to all County procurements including construction and professional services.
 4. Particular attention will be given to HUB participation on purchases in excess of the statutory bid limit.
 5. The Commissioners Court herein establishes a 20% good faith target goal for Tarrant County.

- D. Tarrant County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
1. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 2. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 3. Continuing to advertise responses on the County's website and in newspapers including newspapers that target socially and economically disadvantaged communities.
 4. Continuing to provide bid notifications to minority Chambers of Commerce.
- E. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those responses will be structured to include and encourage the participation of HUB firms in the procurement process by:
1. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 2. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 3. Specification of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 4. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
- F. A HUB Policy statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Policy in the evaluation of responses and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB policy may result in a bid or proposal being considered non-responsive to specifications.
- G. The Purchasing Department will actively seek the participation of HUB firms in the quotation process for purchases under the statutory bid limit. HUB firms will be identified on the computerized database and linked to the commodities they represent. Buyers will be encouraged to use available internal and external databases of certified HUB firms.

- H. Nothing in this policy shall be construed to require the County to award a contract other than to the lowest responsive bidder meeting specifications as required by law. This policy is narrowly tailored in accordance with applicable law.

IV. ADMINISTRATIVE GUIDELINES

- A. The Purchasing Department shall serve as the County's HUB Office with responsibility for the implementation, monitoring and general operations of the HUB policy. The Purchasing Agent shall serve as the County HUB Officer.
 - 1. The HUB Officer will establish procedures to implement this policy across the full spectrum of the procurement process. The County HUB Office will periodically review with department head and elected officials regarding procurement opportunities.
 - 2. Managing the policy and training buyers and other County personnel in order to meet County goals will be the responsibility of the HUB Office.
 - 3. The HUB Office will cooperate with other local government entities to increase HUB participation throughout the county and region. The HUB Office is encouraged to participate in educational and other outreach programs to assist HUB firms.
 - 4. The HUB Officer will receive and review complaints and recommendations regarding the implementation of the HUB Policy and the good faith efforts of bidders. Further, the HUB Office will audit for compliance to the HUB Policy on eligible projects after award, during the performance of the contract and after completion, while also making any recommendations to Commissioners Court regarding any irregularities or misrepresentation of facts as they relate to compliance with the policy. The HUB Office will review documentation submitted by HUB firms in compliance with this policy.
 - 5. An annual report along with recommendations shall be provided to the Commissioners Court and Purchasing Board. The annual report will provide statistical data and efforts reflected in the number of purchase orders, value of goods and services purchased, percentages to HUB firms, and outreach and marketing efforts. Other statistics may be required or requested by the Commissioners Court or Purchasing Board.

510 Historically Underutilized Businesses Policy

Adopted: Court Order 64788 (December 17, 1990)

Amended: Court Order 69958 (December 7, 1993)

Amended: Court Order 99651 (December 28, 2006)

Amended: Court Order 127875 (June 19, 2018)

<p align="center">RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS</p>

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in Tarrant County's bid process. The Purchasing Department will provide additional clarification of specifications, assistance with Price Forms, and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

Tarrant County recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact.

Texas Procurement and Support Services
Statewide HUB Program
1711 Jacinto Blvd.
PO Box 13047
Austin, Texas 78711-3047
(512) 463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, Texas 76011
(817) 640-0606

IF YOUR COMPANY IS CERTIFIED, ATTACH A COPY OF THE CERTIFICATION TO THIS FORM AND RETURN WITH RESPONSE.

COMPANY NAME: _____

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

Indicate all that apply:

_____ Minority-Owned Business Enterprise
_____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

NOTE: WITHOUT A VALID CERTIFICATION ON FILE, YOU WILL NOT BE EVALUATED AS A HUB/DBE.

☐ **IF THIS DOES NOT APPLY TO YOUR COMPANY, PLEASE CHECK THIS BOX AND RETURN THIS FORM WITH YOUR RESPONSE.**

RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS

REFERENCES

Please list three (3) references, **other than past or present employees of Tarrant County**, who can verify your performance as a Respondent. Performance includes, but is not limited to, sales and/or service, delivery, invoicing, and other items as may be required for Tarrant County to determine Respondent's ability to provide the intended goods or service of this request. The County **PREFERS** references to be from Government customers. References must be able to verify the quality of service Respondent's company provides and that the company has completed a project of similar size and scope of work in the Request. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your response.

Failure to supply required references will deem Respondent as non-responsive and will not be considered for award.

Respondent involvement with reference checks is not permitted. Only Tarrant County or its designee will conduct reference checks. Any deviation to this will result in rejection of your response.

*****DO NOT LIST TARRANT COUNTY AS A REFERENCE*****

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH RESPONSE!

**RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE
BROKERAGE SERVICES FOR VARIOUS PROJECTS**

REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCES MUST BE RETURNED WITH RESPONSE!

<p align="center">RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS</p>

SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this RFQ becomes the property of Tarrant County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a response.

The undersigned agrees, on behalf of Respondent, that if this response is accepted, Respondent will furnish all items/services upon which price(s) are negotiated upon the terms and conditions contained in the specifications. The period for acceptance of this response will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this RFQ has not been prepared in collusion with any other Respondent, nor any employee of Tarrant County, and that the contents of this RFQ have not been communicated to any other Respondent or to any employee of Tarrant County prior to the official opening of this RFQ.

Respondent hereby assigns to Tarrant County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFQ package. ***Failure to sign and return this form will result in the rejection of the entire response.***

Signature _____ **X**
Authorized Representative

Legal Name of Company

Date

Street Address

Printed Name of Authorized Representative

City, State and Zip

Title of Authorized Representative

Telephone Number

Fax Number

E-Mail Address

THIS FORM MUST BE SIGNED.

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND TWO (2) COPIES MUST BE RETURNED WITH
RESPONSE!**



Did you provide References,
sign your Response and/or
your Addendum?

If not, your Response
will be rejected.

RFQ FOR ANNUAL CONTRACT FOR RESIDENTIAL AND LAND REAL ESTATE BROKERAGE SERVICES FOR VARIOUS PROJECTS

COMPANY IS:

Business included in a Corporate Income Tax Return? _____YES _____NO

_____Corporation organized & existing under the laws of the State of _____

_____Partnership consisting of _____

_____Individual trading as _____

_____Principal offices are in the city of _____

Unique Entity Identifier (UEI) Number: _____

CAGE Code: _____

THE ORIGINAL AND TWO (2) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Bid in response to this solicitation, the Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of Bid submission and time of award, the Bidder will notify the Tarrant County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY KNOWN FOREIGN TERRORIST ORGANIZATIONS.

Bidder verifies that they do not boycott Israel and will not boycott Israel in accordance with Texas Government Code Section 2270.001(2) during the term of this contract. Bidder further verifies pursuant to Texas Local Government Code Section 2252.152 that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a nonexempt business entity unless the business entity submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Tarrant County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

VENDOR IS EXEMPT FROM CERTIFICATION REGARDING ENERGY COMPANIES AND FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$100,000.00 or more that is to be paid wholly or partly paid from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature S. B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S. B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

COMPLIANCE WITH FEDERAL AND STATE LAWS

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Governmental Code (added by 87th Legislature, S. B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. “Discriminate against a firearm entity or firearm trade association” is defined in Section 2274.001(3) (added by 87th Legislature, S. B. 19) and means, with respect to the entity or association, to (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

_____ Vendor is EXEMPT from Certification as set out above.

_____ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

Signature _____ X

THIS FORM MUST BE SIGNED.

**THE ORIGINAL WITH ORIGINAL SIGNATURE AND TWO (2) COPIES MUST BE RETURNED
WITH RESPONSE!**

DEFICIENCIES AND DEVIATIONS FORM

Following is a listing of ALL deficiencies and deviations from the requirements and/or provisions as outlined in the Request for Qualifications. Unless specifically listed here, your response will be considered to be in FULL compliance with the RFQ. Respondent assumes the responsibility of identifying all deficiencies and deviations and if not identified, all requirements of the RFQ stipulated must be fulfilled at no additional expense to Tarrant County.

THE ORIGINAL AND TWO (2) COPIES OF THIS FORM MUST BE RETURNED WITH RESPONSE!

NO-BID RESPONSE

In the event that your organization chooses not to submit a bid/proposal for this solicitation, the Tarrant County Purchasing Department is interested in the reasons why vendors have chosen not to submit bids/proposals in order to better serve the taxpayers of Tarrant County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other (please specify).

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to:

Tarrant County Purchasing Department
100 E. Weatherford, Suite 303
Fort Worth, TX 76196-0104