



**NOTICE**

Dallas County specifications supercede any changes made by the Bidder, unless otherwise approved in writing by Dallas County.

Vendors Downloading Bid/Proposal Specifications from Dallas County Website agree to the following:

**VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX**

**VENDORS RESPONSIBILITY:**

Vendors are responsible to download and complete any addendums.

\*Addendums will be posted on the Dallas County Website no later than 72 hours prior to Bid Opening

**\*Addendum's extending Bid Openings may be posted on the same day**

**SPECIFICATION DOWNLOADED ACKNOWLEDGMENT**

Bid/RFP No. 2009-085-4427

Contract for the Purchase and Installation of a Batch Tumbler Chiller Loading Conveyor System

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ Web site: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Federal Tax I.D.# \_\_\_\_\_

**FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT**

**214-653-7878 or 214-653-7449**

**PLEASE NOTE:**

1. BIDDERS MAY NOT RETURN OFFERS FOR PROPOSALS BY FAX AND/OR E-MAIL
2. BIDDER MUST FOLLOW THE INSTRUCTIONS FOR BID/PROPOSAL SUBMISSION AS OUTLINED IN THE INSTRUCTION TO BIDDERS.

**DALLAS COUNTY IS NOT RESPONSIBLE FOR BIDDERS FAILING TO ADHERE TO THIS REQUIREMENT.  
CHANGES OR MODIFIED SPECIFICATION WILL BE REJECTED.**



<b>PROPOSAL FOR:</b>	<b>Purchase of Batch Tumble Chiller Loading Conveyor</b>	
<b>BID NO. 2009-085-4427</b>	<b>DUE DATE: June 25, 2009 @ 2:00 p.m.</b>	
<b>FOR FURTHER INFORMATION CALL:</b>	PURCHASING CONTACT:	AT: 214-653-7434
	Alta Hayes	<a href="mailto:ahayes@dallascounty.org">ahayes@dallascounty.org</a>
<b>PRE-BID CONFERENCE</b>	6/18/09 @ 2:00 p.m. @ Dallas County Sheriff's Department – Cook Chill 2123 French Settlement Dallas, Texas	

**INSTRUCTIONS TO BIDDERS**

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Bid Proposal. Completed SEALED Bid Proposals, ORIGINAL AND ONE (1) COPY, must be received in the Purchasing Department, 509 Main Street (Records Building), 6th Floor, Room 623, Dallas, Texas 75202, BY 2:00 P.M. ON THE ABOVE "DUE DATE". The official time clock will be time clock located in the Purchasing Department. Bids received at 2:01 and thereafter are Late Bids and will not be accepted.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

The County is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be 60 calendar days unless a different period is noted by bidder.

The County reserves the right to accept or reject in part or in whole any bids submitted. The Commissioners Court will award the contract to the responsible bidder who submits the lowest and best bid as determined by Commissioners Court. The Commissioners Court reserves the right to determine compliance and to waive technicalities or irregularities and to make award in the best interest of Dallas County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that the Manager, Secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of Supplies, Services or Equipment bid on, or to influence any person to bid or not to bid thereon.

<b>**NAME AND ADDRESS OF COMPANY/BIDDER:</b>		<b><u>ALL BIDS MUST BE SIGNED PRIOR TO AWARD</u></b>
Company Name (PRINTED)		Name (PRINTED)
Mailing Address		Title
		Signature
City/ State	(ZIP)	Telephone No.
Telephone No.	Fax:	E-Mail Address:
Federal Tax Payer ID /Certificate Number		WEB Site:

***HELP US KEEP OUR VENDOR'S LIST CURRENT***

**NO BID is submitted for \_\_ this time only; NOT THIS COMMODITY/SERVICE \_\_ ONLY.** FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if removed you will be reinstated upon request. If not submitting a bid, please complete the questionnaire on the next page.

**\*\* Legal Name, Address and Tax Payer ID number:** Bidders are to submit the company's "Legal Name" as identified by their Federal Tax Certification certificate. Bidders are to complete the attached Federal Form "W-9" for verification and filing purposes. Dallas County reserves the right to withhold any invoices and/or payments, without penalties, for documents submitted under a different name/billing address than that identified on the proposal document/award court order or contract.

SOLICITATION # 2009-085-4427

NOTICE

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

**(To Be Completed ONLY IF YOU DO NOT BID.)**

	YES	NO
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the County pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Does your present work load permit additional work?		
Comments/Other Suggestions:		

COMPANY NAME	
PERSON COMPLETING FORM	Telephone:
MAILING ADDRESS:	Fax:
CITY, STATE, ZIP CODE	Date:

ah

Dallas County is requesting bids for a Contract for the Purchase and Installation of a Batch Tumbler Chiller Loading Conveyor System. Bids must be submitted on the attached bid proposal form by returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – taxes, insurance, benefits, overhead, permits, licenses, fees, labor, personnel, installers, technicians, service, supervision, administration, management, tools, equipment, parts, supplies, materials, delivery, mileages, travel time, fuel surcharges, transportation, shipping, handling, incidentals and all other cost associated with this contract are to be included in bid proposal. Services, Installation, and Delivery will be FOB: Dallas County as indicated on the purchase order.
2. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
  - (a) Name and address of vendor
  - (b) Name and address of receiving department
  - (c) Dallas County Purchase Order number and
  - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.
3. INSURANCE REQUIREMENTS

Liability and Other Insurance Coverage

Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations.

The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self- insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

All insurance required herein shall be maintained in full force and effect through out the term of this contract, including all extensions.

- 3.1 Workers Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection.
- 3.2 Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$500,000.00 for each occurrence with a \$500,000.00 Products/Completed Operations Aggregate and a \$500,000.00 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.
- 3.3 Performance Bond (*Only required if the Total Contract Value exceed \$100,000*).

In accordance with Chapter 2253.01 of the Texas Local Government Code and upon execution of negotiated contract the awarded firm will submit a good and sufficient Performance Bond in an amount equal to 100 percent of the approximate total amount of the Contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Dallas County.

This bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by the Commissioners Court.

In the event the contract is prematurely terminated due to non-performance and/or contractor request, Dallas County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, Dallas County will seek it's attorney's fees and cost of suit from the Contractor.

Bonds shall be executed by a duly authorized surety company satisfactory to Dallas County. Dallas County will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury.

No sureties will be accepted by Dallas County who are now in default or delinquent on any bonds or who are interested in any litigation against Dallas County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

Each bond shall be executed by the Contractor and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.

All bonds shall be delivered to the Dallas County Purchasing Department, c/o Dallas County Purchasing Agent, 509 Main Street, Room 623, Dallas, Texas 75202, within 30 days after award of the contract.

**Dallas County will disburse no payments for goods and or services provided unless a good and sufficient bond is on file with the County.**

Contractor agrees that, with respect to the above referenced insurance, all insurance contracts will contain the following required provisions

- a. Except for Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for thirty (30) days notice to the County for cancellation, non-renewal or material change.
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.
- d. Provide for notice to the County at the address shown below by registered mail.
- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- f. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both. (Court Order 2003-1792, September 30, 2003)

**INSURANCE LAPSES**

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

**4. DISCLOSURE FORM CIQ**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

**5. PROVISION OF HEALTH INSURANCE COVERAGE**

Dallas County may elect to give preference to bidders who provide health insurance coverage to the bidders' employees that is comparable to the coverage Dallas County provides to its employees as allowed by Texas Local Government Code 262.0271. This bid packet contains information concerning Dallas County's health insurance coverage. Bidders should review this information and determine if the level of coverage they provide is comparable. If subcontractors are to be utilized, this preference will only be considered if all subcontractors also provide comparable health insurance coverage to the subcontractors' employees.

6. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the product(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.

7. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.
8. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.
9. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Total Bid Price
  - c. Delivery Date
  - d. Results of Testing Samples
  - e. Special Needs and Requirements of Dallas County
  - f. Dallas County's Experience with Products Bid
  - g. Vendor's Past Performance Record with Dallas County
  - h. Dallas County's Evaluation of Vendor's Ability
  - i. Estimated Costs for Supplies, Maintenance, etc.
  - j. Estimated Surplus Value
  - k. Dallas County reserves the right to award to a primary and secondary vendor.
10. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). **The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202.** A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service/materials) have been (received/performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.
11. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
12. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
13. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
14. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

15. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
16. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County
17. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.

18. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
20. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
21. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
22. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease- purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.
23. Contractors are **not** officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.
24. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

25. TERMINATION

The County may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, terminate this Contract, in whole or part, by giving 10 days written notice thereof to the Contractor with the understanding that all (products/services) being (delivered/performed) under this Contract shall cease upon the date specified in such notice. The County shall compensate the Contractor in accordance with the terms of this contract for the (products/services) (delivered/performed) prior to the date specified in such notice.

26. Monetary Restitution - In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.
27. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the

County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

28. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.
29. Vendor hereby assigns to purchaser any and 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.
30. Each offeror is requested to carefully read the **MINORITY BUSINESS POLICY OF DALLAS COUNTY** (following the Bid Proposal Section of this specification). If you have any questions and/or comments regarding the policy statement, how to become a certified minority/women-owned business for the County, or how to complete the Letters of Assurance A or B and the MBE/WBE Identification form please call the M/WBE Coordinator for Dallas County, at 214/653-6018 or 653-6021.
31. **Questions or administration of this contract, the Dallas County representative is:**

Dallas County Purchasing Department  
Altamease Hayes  
(214) 653-7434 (office)  
(214) 653-7878 (fax)  
ahayes@dallascounty.org

**NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this Bid will be made available “exclusively” through the Dallas County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: <http://www.dallascounty.org/department/purchasing/currentbids.html> or go to the applicable Bid # and click on the associated addendum or general information hyperlink.**

***Download Instruction for bids, solicitations, addendums, and general information documents:***

1. Go to: <http://www.dallascounty.org>
2. Navigate to the far right hand column that reads: What are you searching for?
3. From the pull down menu labeled “Dallas County Departments” select Purchasing
4. You are now at the Purchasing Department website
5. Navigate to the far left hand column in click on “Bidding Opportunities”
6. You can now download any bids, addendums, and general information documentation available on the website by click on the corresponding hyperlink.

The intent of this Invitation for Bid is to establish a Contract for the Purchase and Installation of a Batch Tumble Chiller Loading Conveyor System, as described herein.

### 1. Pre-bid Conference

A pre-bid conference will be held on June 18, 2009, 2:00 p.m., at the Dallas County Sheriff's Department – Cook Chill, 2123 French Settlement, Dallas, Texas 75212.

The purpose of this conference is to allow potential bidders the opportunity to ask clarifying questions associated with the scope of services, general and technical requirements, and to obtain a better understanding of the services required of this project. All responses to the questions at the pre-bid conference will be oral and in no way binding to the County.

Pre-Bid Conference is voluntary, however it is strongly recommended that all bidders attend. If you have questions regarding the conference, contact Altamease Hayes at 214.653.7878 or e-mail [ahayes@dallascounty.org](mailto:ahayes@dallascounty.org).

### 2. Submission of Questions

The deadline for submission of written questions regarding this bid will be June 19, 2009, @ 5:00 p.m., CST. The official responses to all written communication will be issued in written addendum or posted as general information to all documented participants holding copies of the bid.

E-mail or fax all questions to [ahayes@dallascounty.org](mailto:ahayes@dallascounty.org) or 214.653.7434. Please reference the bid number in the subject line, company name, and representative name on all correspondence to Dallas County. Only written responses to written communication shall be considered official and binding to Dallas County. Any oral communication shall be considered unofficial and non-binding.

### 3. General Requirements

- 3.1 Contractor shall furnish all labor, personnel, installers, technicians, service, supervision, benefits, administration, management, insurance, material, supplies, tools, equipment, paid all taxes, insurance, fuel surcharges, shipping, transportation, mileage, freight, and all other overhead cost necessary to perform the scope of work and services as described herein
- 3.2 Contractor shall be regularly engaged in the business of providing and maintaining commercial food service equipment and/or cook chill equipment for a minimum of three (3) years within the last five (5) years.
- 3.3 Materials, supplies, services and parts requested by Dallas County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with standard commercial practices.
- 3.4 Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use upon delivery and installation.
- 3.5 All services provided performed under this project shall be, unless otherwise stated in the contract, shall be in accordance with the methods and procedures of the original manufacturer's and to the industry's highest standards.
- 3.6 Prior to submitting a bid, the contractors shall examine all documents relating to this project and visit the job site to ascertain the nature of the work and the character of the job site. The contractors shall become familiar with the contractual requirements, project limitations, and various aspects of the work, physical conditions and surroundings of the job site. The contractors shall include in their bids a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. By submitting a bid for the project, the contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the project site, contractual requirements, project limitations and the various aspects of this project. Dallas County will not consider any claims for compensation whatsoever on account of the contractors' failure to fully investigate and examine the project requirements and job site conditions as required above. **All measurements can be taken at the pre-bid conference site.**

- 3.7 Contractor shall maintain a credible work force daily to insure progress of job. Contractor shall employ only skilled personnel, knowledgeable of all phases of food service equipment and/or cook chill equipment as related to batch tumbler chiller loading conveyor including maintenance, upgrades, and repair services. A superintendent or foreman shall be on the jobsite at all times when work is being performed. Contractor shall supervise all workers including that of all sub-contractors, to insure that it is of the highest grade and according to best standard practice. Where necessary, skilled artisans shall perform all work.
- 3.8 For every trade and for every product the installation and application techniques shall be in strict accordance with the highest quality prescribed by the applicable trade standards and by such specific recommendations of the manufacturer.
- 3.9 Contractor employees or personnel shall not under any circumstances fraternize with employees, residents, building clients, adults or children at the facility
- 3.10 Service Hours: All services performed under this contract will be conducted during normal business hours (Monday through Friday, 7:00 a.m. - 4:00 p.m.) excluding County Holidays, unless prior arrangement are made in advance and approved with the Project Coordinators.
- 3.11 Technical and Descriptive Literature: (if applicable): Bidders shall include the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize for this project. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
- 3.12 Brand name or trade name are for reference only such identification is intended to be descriptive and is not intended to be restrictive or limit competition Other products will be considered for award if such products are identified in the bid and are determined by the County to meet its needs. Products substantially equivalent to those designated shall qualify for consideration. Bids on brands other than those listed are subject to approval based on evaluation.
- 3.13 Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations.
- 3.14 Contractor shall complete all work in a neat and workmanlike manner, to the satisfaction of the County.
- 3.15 Contractor shall secure all equipment, tools and related materials while working in the facility against the occurrence of theft, accidents, injuries or damage to any person or property at all times.
- 3.16 Contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the project or work site. Barricades, shelters, lights, caution tape and/or signs shall be placed around all work areas. They shall meet the requirements of applicable building codes or other requirements imposed by the local governing authority. Contractor shall assume the responsibility for maintenance of barriers to completion of project and remove same.
- 3.17 Any damage to existing utilities, building, finished surfaces, equipment, County or public property or improvements, resulting from the performance of this contract shall be repaired to the satisfaction of the Dallas County at the contractor's sole expense. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 3.18 Excess materials, rubbish, garbage, rags, debris, etc., generated from the installation of the Batch Tumble Chiller Loading Conveyor shall be disposed of off-site by the contractor daily at the contractor's own expense. Any material needing removal is to be disposed of off-site in a safe and legal manner. The contractor shall not stockpile debris, rubbish, garbage, excess materials or other unwanted materials on the sidewalk or on the street. Washing of excess materials into the storm drain is prohibited.

Payment for transportation and disposal of excess materials and removed equipment shall be included in the contract, and no additional compensation shall be made.

- 3.19 Prior to scheduled commencement of the project and associated work, a meeting will be conducted at the project site or other designated site by Dallas County Sheriff Department, Cook Chill Division with the Contractor, Dallas County Project Coordinator, and any other persons directly involved with the performance of the work. No work will commence before consulting with the Dallas County Project Coordinator. The Dallas County Project Coordinator must approve the actual work schedule of the Contractor to insure that no disruption or interferences with the building operation which may result in health hazard or offensive conditions and County business.
- 3.20 Performance Warranty: Contractor shall guarantee all work, equipment and materials included in the service against any defects in workmanship 100%; and shall satisfactorily correct, at no cost to Dallas County (that includes parts, materials, labor, mileage and travel time), any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by Dallas County. If the vendor is notified in writing and of a deficiency in the work provided within one year from completion of the work, the Contractor shall re-perform the work in question at no additional cost to Dallas County.

Contractor shall respond to all complaints within two (2) business days from initial call. Failure to do so may result in cancellation of future contracts with Dallas County.

- 3.21 Material Warranty: The warranty period for Contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by Dallas County. The Contractor shall provide the designated Dallas County representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site. This warranty shall not void the Manufacturer's warranty for quality or durability.
- 3.22 If a factory authorized representative is required to inspect the unit or cook chill system for the warranty to apply, any and all related associated cost for the representative and/or inspector must be include in bid proposal cost.
- 3.23 Project Acceptance: Within five (5) business days after completion of the project, Contractor shall schedule a meeting and walk through at the actual project site with the designated Dallas County Project Coordinator. The purpose of the meeting is to inspect all work and services performed in accordance to the bid specifications and requirements. If work, services, performance and/or products are unacceptable, the problem areas will be indicated by the Dallas County Project Coordinator to the Contractor. The Contractor will be required to correct all problem areas immediately. Payment to the Contractor shall be withheld until all work, services, and/or products are deemed acceptable. Acceptance of all work performed under this contract shall be at the sole discretion of Dallas County.
- 3.24 References: Contractor shall provide with bid a minimum of three (3) customer references to substantiate the qualifications and experience requirements for services completed within the past 24 months. The references shall illustrate contractor's ability to provide the services outlined in the specification requirements. Dallas County reserves the right to contact the references provided. The reference information shall include: company names, contact name, telephone number, type of services provided and dates of services performed.
- 3.25 Invoicing Requirements: All invoices shall include, but not be limited to the following information:

3.25.1 Dallas County Purchase Order Number

3.25.2 Date and time of service

3.25.3 Service of description

3.25.4 Location of service

3.25.5 Total Cost of Services

3.25.6 Two (2) invoices are required:

Invoice 1# shall be forwarded to the:  
Dallas County Sheriff's Department – Cook Chill Division  
Attn: Diane Skipworth  
Dallas, Texas 75212  
214-637-5374

and

Dallas County Auditor's Office  
Attn: Accounts Payable  
509 Main Street, 4<sup>th</sup> Floor, Room 407  
Dallas, Texas 75202.

- 3.26 Failure to comply with requirements stated in these specifications will result in the termination of contract due to non-performance.
- 3.27 Award: Dallas County shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions set forth in the bid documents. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the County.

#### 4 Technical and Functionality Requirements

In addition to the General Requirements, the Scope of Services shall include, but not be limited to the following Contractor responsibilities:

- 4.1 All equipment, products, and material furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The respondent represents that all equipment/units offered under this specification shall be new. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, REMANUFACTURED, RECONDITIONED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.
- 4.2 Contractor is responsible for ensuring that all aspects of the new batch tumble chiller loading conveyor is 100% compatible with existing Groen Capkold equipment, kettles and tumble chillers in place at the Cook Chill facility.
- 4.3 Contractor will be responsible for the installation, set-up and testing of the new conveyor system.
- 4.4 Conveyor Equipment/Product Minimum Specification Requirements:
  - 4.4.1 Ergonomic design
  - 4.4.2 Overall length: 16'7" incline at 29"
  - 4.4.3 Top of Base Belt Elevation: 36" in-feed from base floor. Elevation must provide a controlled casing drop into tumble chiller.
  - 4.4.4 92" long x 12" wide gravity roller discharge conveyor, 3/4 diameter stainless steel rollers on 1" centers.
  - 4.4.5 Units must have level mounts with a minimum plus/minus 2" adjustment.
  - 4.4.6 Frame must be manufactured from 12 gauge polished 304 stainless steel or better.
  - 4.4.7 Side Rails: 3-1/2" – 4-1/2" high, 12 gauge polished 304 stainless steel or better, removable (without tools).
  - 4.4.8 Must have continuous TIG welds that are ground and finished.
  - 4.4.9 Must have tilting top mounted chute that directs casings to two (2) different tumble chillers. Tilt loading for loading two casing cooler.
  - 4.4.10 Cleated casing conveyor with all stainless steel frame and side rails.
  - 4.4.11 Driver and idler pulleys stainless steel construction only. Must have cleanout ports at drive and idler pulleys.
  - 4.4.12 Belt Width: 8" – 10" (minimum) with adjustable tension mechanism.

- 4.4.13 Cleated polyester food grade conveyor belt. The conveyor belt shall also be light colored food grade PVC coated, 2 ply polyester fabric or better with 2-1/2" to 3" high cleats on 18" centers.
  - 4.4.14 Motor: 208V – 60Hz - 3 phase, ½ Horsepower or better, wash-down duty with right angle reducer for FPM, stainless steel NEMA 4X enclosure, motor starter, on/off buttons, 2 position tilt switch, minimum 10' power cord with plug, remote start/stop station mounted towards the in-feed end of the conveyor. constant speed drive motor with side rails, removable motor starter mounted in NEMA- 4 splash resistant housing
  - 4.4.15 Bearing Housing: Stainless steel only with permanently lubricated bearing inserts or equivalent feature
  - 4.4.16 Controls: Pneumatic controls shall include a two (2) position gravity roller conveyor, actuated by pneumatic mechanism, must include the cylinder, filter regulator solenoid, hose and wiring.
  - 4.4.17 Switches: Standard start/stop switch with secondary stop switch mounted on frame
  - 4.4.18 Adjustable locking casters
  - 4.4.19 The new unit must be easily cleaned and sanitized
  - 4.4.20 The new unit shall meet or exceed all of Texas Food Establishment Rules for food equipment.
  - 4.4.21 Brand: Capkold CKCC-T/2 or equivalent
- 4.5 Documents submittal shall consist of but not be limited to the following:
- 4.5.1 Dimensional and electrical wiring drawings and/or diagram
  - 4.5.2 Inspection sheet
  - 4.5.3 Copy installation warranties
  - 4.5.4 Copy of the complete installation and operating instructions.
  - 4.5.5 Operational and Repair Maintenance Manuals: Upon successful start-up and operation of the batch tumble chiller loading conveyor system, the Contractor shall forward directly to Dallas County, two (2) complete, operating, maintenance and repair manuals. All manuals shall be in the form of neatly bound books, with durable covers and shall be properly identified with manufacturer's name, model and serial number of the equipment. The operating and maintenance or shop manual shall be the latest manufacturer's handbook covering in detail the recommended operating maintenance and service procedures. The repair or shop manual shall include detailed drawings, schematics, electrical and hydraulic or other diagrams and complete parts lists for all components of the unit and associated equipment. Dallas County prefers both hard copy and CD ROM versions (electronic copy), if available.
  - 4.9.6 Parts manuals
  - 4.9.7 Technical support telephone number and hours of operation.

## 5 Shipment, Delivery and Storage

- 5.1 Shipment must be FOB (Freight on Board) Destination. The term FOB Destination shall mean delivered and un-loaded in house or on-site with all charges for transportation and unloading paid by the Contractor. Delivery shall be made to the location specified on the purchase order. During the period any hardware is in transit, up to the time inside delivery or required installation is complete, the contractor shall insure the product(s) for all risk of loss or damage. All risk of loss for all item ordered remains the responsibility of the Contractor until inside delivery and installation is completed by the Contractor
- 5.2 Contractor shall be responsible for the safety and preservation of all equipment, product, materials and supplies as ordered for this project, until final inspection of the work and acceptance thereof by the County. In the event such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without cost to the County.

- 5.3 Contractor shall receive and properly store the equipment and material. The equipment shall be tightly covered and protected against dirt, water, chemical or mechanical injury, and theft. The manufacturer's directions shall be followed completely in the delivery, storage, protection, and installation of all equipment and materials.
- 5.4 No stored material may be located in any area which interferes with the operations of the normal building functions and/or unreasonably encumbers the site. Dallas County will not be responsible for lost, stolen or damaged property as a result of storage.
- 5.5 Materials shall not be delivered to site until contractor is prepared to start project.

**6. Project Coordinator**

The designated Project Coordinator for this contract is:  
Diane Skipworth, Dallas County Sheriff's Department – Cook Chill Division  
214-637-5374

The Project Coordinator or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the bid is formally approved and awarded by the Dallas County Commissioners Court. The Project Coordinator does not have any express or implied authority to vary the terms of the contract and/or purchase order, amend the contract and/or purchase order in any way or waive strict performance of the terms or conditions of the contract and/or purchase order. Contractor will work under the direction of the Project Coordinator or the designated County representative throughout the duration of the contract.

- 6.1 The Project Coordinator responsibilities include, but are not limited to:
  - 6.1.1 Monitoring the Contractor's progress and performance as well as ensuring services conform to established specification requirements.
  - 6.1.2 Approve and authorize payments for completed services in accordance to general and technical specification requirements.
  - 6.1.3 Meet with the Contractor as needed to review progress, discuss problems, and consider necessary action.
  - 6.1.4 Identifying a breach of contract by assessing the difference between contract performance and nonperformance and notifying Purchasing staff of deficiencies.

The bidders hereby certify that they have read, understand, and agree that acceptance by Dallas County of the bidder's offer by the issuance of an award court order, purchase order, or a written formal contract will create a binding contract. Bidder, further agree to fully comply with all terms, conditions and requirements, as set forth in the Dallas County bid specifications and other documentary forms herewith made a part of this specific contract.

Mail/Deliver Sealed Bid to:

Dallas County Purchasing Department  
Records Building  
509 Main Street, 6th Floor, Room 623  
Dallas, Texas 75202

**Bids should be submitted in sealed packaging, marked and addressed as directed. Bids, which are received by fax transmittal, will not be accepted for consideration.**

**Description**

**Specify cost for the Purchase and Installation on a new Batch Tumble Chiller Loading Conveyor System, as per bid specifications, general and technical requirements:**

- A. Equipment, Parts, Material, and Supplies Cost: \$ \_\_\_\_\_
  - B. Total Labor and Installation Cost: \$ \_\_\_\_\_
  - C. All other cost associated with this project including overhead: \$ \_\_\_\_\_
- Total Project/Bid Cost (a+b+c):* \$ \_\_\_\_\_

**Specify Brand/Model Number of the Proposed Batch Tumble Chiller Loading Conveyor System:**

\_\_\_\_\_

**Specify Standard Warranty Coverage Period:**

Conveyor System, Parts, Material and Supplies \_\_\_\_\_

Labor and Travel Time: \_\_\_\_\_

**Note: All bidders must include on-site warranty coverage for a period one (1) year from date of final acceptance by Dallas County regardless if offered by the manufacturer or awarded Contractor. The cost of the on-site warranty coverage (parts, labor, material, supplies and travel expenses) must be included in all other cost associated with this bid including overhead cost line for each project.**

Specify Time of Completion (include any system down time, ordering equipment, hardware, material and supplies): All work under this contract shall be completed within \_\_\_\_\_ calendar days from the date of approved project schedule.

**Specify the name, address, and telephone number of the service department who will be perform on-site warranty service coverage under this contract**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Specify any additional comments/cost/etc. included with your bid proposal, if applicable:

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**Any deviations to the Dallas County bid specifications may result in rejection of the Bidders Proposal if found Unacceptable by Dallas County.**

Specify Prompt Payment Discount Terms: \_\_\_\_\_%\_\_\_\_\_Days. Dallas County payment terms with no discount are Net 30 Days, upon receipt of proper invoice in the Dallas County Auditor's Office.)

**Please answer the questions listed below:**

Specify the name and telephone number of the account representative who will be handling this account:

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Does your firm/company have the required insurance coverage stated under SECTION 3 - INSURANCE REQUIREMENTS and agree to comply with these requirements during the duration of this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If No, will your firm be able to acquire the required coverage within ten (10) days upon notification of contract award?

Yes \_\_\_\_\_ No \_\_\_\_\_

**NOTE: Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations. SEE Page 3, Paragraph 3**

**Information on Provision of Health Insurance Coverage for Employees**

**Dallas County may consider the provision of health insurance coverage for employees in the bid evaluation process (see page 5, paragraph 5). Please complete the information below to assist in this evaluation.**

- a) Does your company provide health insurance coverage to its employees?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- b) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of 75% for employee only coverage and 50% for family coverage?  
Yes \_\_\_\_\_ No \_\_\_\_\_
- c) If your company provides health insurance coverage to its employees, is the coverage comparable to the services provided by Dallas County as described in the attached summary plan description? (See Attachment A)  
Yes \_\_\_\_\_ No \_\_\_\_\_
- d) If your company plans to utilize subcontractors in the fulfillment of this bid, does each of the subcontractors provide health insurance coverage to their employees that compares to Dallas County's health insurance coverage and share in the cost?  
Yes \_\_\_\_\_ No \_\_\_\_\_

**In the event Dallas County elects to give a preference to a bidder who provides comparable health insurance, that bidder and any subcontractors will be required to provide additional documentation of the declared health insurance coverage.**

**For statistical purposes:**

**Please indicate to Dallas County whether the principal company owner is a: (Please check one)**

Dallas County Tax Payer

Other County Tax Payer

**Please indicate the manner in which you were notified of this solicitation:**

Daily Commercial Record

Dallas County Website

Letter from Dallas County Purchasing Department

Other: specify: \_\_\_\_\_

Thank you.

**IN THE EVENT THAT THE ACCOUNT REPRESENTATIVE/CONTACT PERSON INFORMATION IS CHANGED DURING THE COMMENCEMENT OF THIS CONTRACT, IT IS YOUR COMPANY/FIRM RESPONSIBILITY TO IMMEDIATELY NOTIFY THE DALLAS COUNTY PURCHASING DEPARTMENT OF ANY CHANGES, PLEASE MAKE REFERENCE TO THE BID NUMBER.**

**FIRM SUBMITTING BID**

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**CUSTOMER REFERENCES**

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF DATE OF SERVICE: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
DATE OF SERVICE: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
DATE OF SERVICE: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
DATE OF SERVICE: \_\_\_\_\_

Dallas County Summary Plan Description

(Attachment A)

<b>COVERED SERVICE (must be Medically Necessary)</b>	<b>You Pay</b>	<b>Plan Pays (After applicable copays)</b>
<b>PHYSICIAN SERVICES</b>		
Office Visits		
- PCP (Family Practice, General Practice, Internal Medicine, Pediatrics, OB/GYN for well woman care only)	\$25 copay	100%
- Specialist	\$30 copay	100%
Hospital Visits	10%	90%
<b>PREVENTIVE SERVICES</b>	\$25 PCP / \$30 Specialist	100%
<b>ALLERGY CARE SERVICES</b>	\$25 PCP / \$30 Specialist	100%
<b>MATERNITY SERVICES</b>		
Prenatal and Postnatal Visits	\$25 PCP / \$30 Specialist copay for 1 <sup>st</sup> visit only	100%
Delivery and Newborn Care in Hospital	10%	90%
<b>OUTPATIENT SERVICES</b>		
Outpatient Surgery (including all related surgical services)	10%	90%
Diagnostic Lab & X-rays		
- Performed by a physician's office, participating laboratory, or radiological provider	\$25 PCP / \$30 Specialist	100%
- Performed within 7 days prior to a hospital admission	0%	100%
Radiation, Chemotherapy, Dialysis	10%	90%
Rehabilitation Services and Therapy (Physical, Occupational and Speech Therapy only, limited to 60 visits per calendar year for all therapy combined)	\$25 PCP / \$30 Specialist	100%
<b>INPATIENT HOSPITAL SERVICES</b>		
Inpatient Care (semi-private room & board, surgery, medications, lab & x-ray, anesthesia and therapy)	10%	90%
<b>EMERGENCY MEDICAL SERVICES</b>		
Emergency Room Services (Copay waived if admitted)	\$75 copay	100%
Urgent Care Center	\$30 copay	100%
Physician Services in Emergency Room	\$0	100%
Ambulance Services – Emergency Only	\$0	100%



## **DALLAS COUNTY M/WBE SPECIFICATIONS**

**Leffie T. Crawford, Minority Business Officer  
Minority & Women Business Enterprises  
E-mail: [ltcrawford@dallascounty.org](mailto:ltcrawford@dallascounty.org)  
214.653.6018 (office)  
214.653.7449 (fax)**

## MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

**I. POLICY STATEMENT** Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

**II. REQUIREMENT OF ALL BIDDERS/PROPOSERS:** Each firm responding to this solicitation shall be required to submit with their bid/proposal information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy
- 2. MBE/WBE Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work)
- 6. Dallas County M/WBE Payment Report.

### **Note**

*In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women-owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.*

# 1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER \_\_\_\_\_

PROJECT TITLE \_\_\_\_\_

Total Amount of Your Bid/Proposal \$ \_\_\_\_\_

(The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone #	S / M**	Description of Work	Amount	%
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

\*North Central Texas Regional Certification Agency - \*\*S = Sub (contractor/consultant) \*\*M= Material Supplier

No MBE/WBE's Added: Please Explain: \_\_\_\_\_

**COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.**

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

\_\_\_\_\_  
 \_\_\_\_\_ ( ) \_\_\_\_\_

Printed Name Of Preparer

Signature

Title

Date

### 3. LETTERS OF ASSURANCE

#### Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (**Officer of firm**)

\_\_\_\_\_  
Date

(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

#### Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title (**Officer of firm**)

\_\_\_\_\_  
Date

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

**NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.**

=====

### 4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

is,  is not a minority-owned business, NCTRCA\* # \_\_\_\_\_

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

is,  is not a woman-owned business, NCTRCA\* # \_\_\_\_\_

\*NCTRCA = North Central Texas Regional Certification Agency



DALLAS COUNTY

### 5. Vendor Statistical Report

(prime/subs performing >19% of initiative)

Permanent Full-Time Employment  
(not part time/temp/seasonal)

COMPANY NAME:

ADDRESS:

TELEPHONE:

MALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
<b>TOTAL</b>							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative-(Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
<b>TOTAL</b>							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
<b>TOTAL</b>							
<b>CHECK ONE:</b>	Minority-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No		Signature/Date:			
	Women-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No					
	Non-Minority/Woman-Owned Firm						

## **DESCRIPTION OF JOB CATEGORIES**

**Officials and Managers** - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. **Includes:** officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

**Professionals** - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. **Includes:** accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

**Technicians** - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. **Includes:** computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

**Sales** - Occupations engaging wholly or primarily in direct selling. **Includes:** advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

**Office and Clerical** - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. **Includes:** bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping/receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

**Craft Workers (skilled)** - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. **Includes:** building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, tailoress, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

**Operatives (semiskilled)** - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. **Includes:** apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

**Laborers (unskilled)** - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. **Includes:** garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

**Service Workers** - Workers in both protective and non-protective service occupations. **Includes:** attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

### **On-the-Job Trainees:**

**Production** - Persons engaged in formal training for craft worker -- when not trained under apprentice programs -- operative, laborer and service occupations.

**White Collar** - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

### 6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number

Project Title

Invoice #

Work Order Date

Job #

Prime/General Contractor: \_\_\_\_\_

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**Note:**

*This form must be completed and submitted with each payment request.  
Any (significant) deviation from planned should include attached explanation*

*The information listed above is certified to be correct:*

Reviewed by:

Printed Name of Officer/Director

Signature of Officer/Director

Date

Dallas County Project Manager

Date



DALLAS COUNTY  
INSURANCE REQUIREMENT AFFIDAVIT

**To Be Completed By Insurance Agent/Broker And Bidder**

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days of notification of such award, enter insurance policy information on-line into [www.ins-cert.com](http://www.ins-cert.com) and link the policy data to Dallas County that meets all of the insurance requirements in this bid.

Insurance Coverage Reviewed: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_

Fax No: (\_\_\_\_) \_\_\_\_\_

Bidder's Name and Company: \_\_\_\_\_

Project/Bid No. and Title: \_\_\_\_\_

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County via [www.ins-cert.com](http://www.ins-cert.com) meeting all requirements within ten days of notification of award.

**If the above ten day requirement is not met, Dallas County may reject this bid and award the contract to the next lowest responsible bidder meeting specifications. If you have any questions concerning these requirements, please contact Mr. Jim Gresham, Risk Manager, Dallas County Human Resource/Civil Service Department at (214) 653-7604.**

Insurance Agent/Broker Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AFFIDAVIT OF \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared \_\_\_\_\_,  
individually and doing business as \_\_\_\_\_, who  
after being by me first duly sworn, deposed and stated as follows:

1. "My name is \_\_\_\_\_ appearing herein individually and as president and  
sole owner of \_\_\_\_\_. I am over 21 years of age, of sound mind,  
authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have  
personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct.

2. "My name is \_\_\_\_\_. I am president and sole owner of  
\_\_\_\_\_ located  
at \_\_\_\_\_.

Dallas County issued Solicitation No. \_\_\_\_\_ (hereinafter "Bid/RFP"). Bid/RFP provisions required the successful contractor to  
maintain Workers' Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers'  
Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the proposed bid. I am  
ineligible for purchasing Workers' Compensation Insurance as required by the proposed bid in that I do not meet the minimum requirements to  
purchase such insurance for the following reasons: \_\_\_\_\_.

Further affiant sayeth not."

\_\_\_\_\_  
Name Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

\_\_\_\_\_  
Commission Expires

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

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

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

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

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

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

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

### What Name and Number To Give the Requester

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

### OFFICE USE ONLY

Date Received

**1** Name of person doing business with local governmental entity.

**2**

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

**4** Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**FORM CIQ**

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

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

\_\_\_\_\_  
Date