



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. 2009-088-4437

Purchase of Benches for Garland Truancy

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.**



|                               |   |  |
|-------------------------------|---|--|
| PROPOSAL FOR:                 | Purchase of Benches for Garland Truancy |  |
| BID NO. 2009-088-4437         | DUE DATE: June 29, 2009 @ 2:00 p.m.     |  |
| FOR FURTHER INFORMATION CALL: | PURCHASING CONTACT:<br>Jennifer Turner  | AT: 214-653-7437<br>jturner@dallascounty.org |
| PRE-BID CONFERENCE            | N/A                                     |  |

**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Bids may be withdrawn at any time prior to the official opening.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: | E-Mail Address:                                      |
| Telephone No.                                |      | Fax No.:   |
| 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.

Purchase of Benches for Garland Truancy

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? |            |    |
| Present work load would not permit additional work?                  |            |    |
| Comments/Other Suggestions:  |            |    |
|  |            |    |
|  |            |    |
| COMPANY NAME   |            |    |
| PERSON COMPLETING FORM   | Telephone: |    |
| MAILING ADDRESS:   | Fax:       |    |
| CITY, STATE, ZIP CODE  | Date:      |    |

INSERT BUYER INITIALS

Dallas County is requesting bids for non-exclusive PURCHASE OF BENCHES FOR GARLAND TRUANCY. Bids must be submitted on the attached Bid Proposal. By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All delivery charges - freight, inside delivery, and all costs associated with this purchase are included in bid proposal. Delivery and service will be F.O.B.: AS INDICATED ON DALLAS COUNTY 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, showing Dallas County as the certificate holder (general liability insurance coverage) with all dates inclusive of that of the awarded contract.

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

- a. Workers Compensation or self insured employee coverage meeting the acceptable requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 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.
- c. Automobile Liability: Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$400,000.00 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract.
  - 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 products(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

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, judgements 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.

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  
Jennifer Turner  
(214) 653-7437 /FAX: (214) 653-7449  
jturner@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.**

**INTENT**

Dallas County Facilities Management intends to solicit a vendor to provide all material, tools, and labor to build and install courtroom, and waiting room benches, in the new Truancy Court at the Garland Government Center. Located at, 140 N. Garland Avenue, Garland, Texas, 75040.

**SCOPE OF WORK**

The benches should be built, and installed in the following length and quantities, in accordance with the attached drawings, pictures, and specifications, (no substitutes):

- Quantities/Length: Seven (7), 12 feet in length
- Seven (7), 15 feet in length
- One (1), 20 feet in length
- Seven (7), 18 feet in length

1. Benches to be constructed of solid stock, Red Oak wood material, of clear (no knots/holes) and similar grain and color for uniform appearance.
2. Benches to be constructed in continuous lengths. (see above)
3. Bench seat/bottom, to be a minimum of 1" (inch) thick solid Red Oak material.
4. Bench back to be a minimum of ¾" (inch) thick solid stock Red Oak material.
5. Bench cap to be a minimum of 1" (inch) thick solid Red Oak material.
6. Bench back and seat supports to be a minimum of 1-1/2" (inch) thick solid Red Oak material.
7. Bench support cleat, used to secure bench seat to bench support to be a minimum of ¾" (inch) thick Red Oak veneer plywood material.
8. Benches to be open ended. (no arm rests)
9. Bench back and seat supports to be placed at needed intervals to meet safety requirement standards for weight load limits, per linear foot.
10. Benches to be anchored to concrete floor by concealed stud bolt/washer/nuts, ¼" minimum diameter.
11. Benches to have standard furniture stain, (Sherwin Williams, Wood Classics, Interior, Oil stain, Oak Mantel, SW 3123-K), then sand and sealed, with two (2) coats of clear Polyurethane Varnish applied.
12. Dallas County requests that the construction and delivery of the benches be completed within six (6) weeks from date of Purchase Order being issued.
13. Vendor should furnish with the bid an estimated length of time for installation.
14. All material, labor and workmanship must be warranted for a period of one (1) year from date of installation.

| <u>Description</u>   | <u>Estimated Quantity</u> | <u>Unit Price</u> | <u>Extension</u> |
|----------------------|---------------------------|-------------------|------------------|
| 1. 12 feet in Length | 7                         | \$_____           | \$_____          |
| 2. 15 feet in Length | 7                         | \$_____           | \$_____          |
| 3. 20 feet in Length | 1                         | \$_____           | \$_____          |
| 4. 18 feet in Length | 7                         | \$_____           | \$_____          |

Subtotal: \$\_\_\_\_\_

Please answer the questions listed below:

Is this an all or none bid? Yes [ ] No [ ]

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

\_\_\_\_\_

Specify any additional comments/etc. included with your bid proposal (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any deviation to the Dallas County bid specifications may result in the rejection of the bidder's proposal if found unacceptable by Dallas County.

Specify Payment Discount: \_\_\_\_\_% \_\_\_\_\_ Days, Net 30  
Invoices are Net upon receipt in the Dallas County Auditor's Office.

**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 1, Paragraph 3.**

For statistical purposes:

1. Please indicate to Dallas County whether the principal company owner is a: *(PLEASE CHECK ONE)*

[ ] Dallas County Tax Payer [ ] Other County Tax Payer

2. 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 YOUR VENDOR REPRESENTATIVE/CONTACT PERSON IS CHANGED, IT IS THE RESPONSIBILITY OF THE VENDOR TO IMMEDIATELY NOTIFY THE DALLAS COUNTY PURCHASING DEPARTMENT. PLEASE MAKE REFERENCE TO THE BID NUMBER.**

Bidders are required to indicate whether they have the required products on hand at the time of the bid or whether they will be required to obtain such upon award. Please indicate by checking the appropriate box:

I/We do have the products in stock

I/We will be required to obtain the products upon award of bid

Specify Payment Terms: \_\_\_% \_\_\_ Days Net 30 Days  
(All invoices are Net upon receipt in the Dallas County Auditor's Office.)

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.

**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 4, paragraph 4). Please complete the information below to assist in this evaluation.

Does your company provide health insurance coverage to its employees?

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

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: \_\_\_\_\_

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?

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

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.

**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.**

The attached documents shall be submitted with bid documents:

1. Dallas County Insurance Requirement Affidavit
2. Affidavit (if applicable)

For statistical purposes only, please indicate to Dallas County whether the principle company owner is a *(PLEASE CHECK ONE)*  
 Dallas County Tax Payer                       Other County Tax Payer

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

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

**IN THE EVENT THAT YOUR VENDOR REPRESENTATIVE/CONTACT PERSON IS CHANGED, IT IS THE RESPONSIBILITY OF THE VENDOR TO IMMEDIATELY NOTIFY THE DALLAS COUNTY PURCHASING DEPARTMENT. PLEASE MAKE REFERENCE TO THE BID NUMBER.**

For information purposes 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

Dallas County Summary Plan Description

| COVERED SERVICE (must be Medically Necessary)   | You Pay  | Plan Pays (After applicable copays) |
|---|--|-------------------------------------|
| <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<br>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





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             |                                     |  |          |                       |               |              |       |
| TOTAL                       |                                     |  |          |                       |               |              |       |
| 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             |                                     |  |          |                       |               |              |       |
| TOTAL                       |                                     |  |          |                       |               |              |       |
| FORMAL ON-THE-JOB TRAINEES: |                                     |  |          |                       |               |              |       |
| WHITE COLLAR                |                                     |  |          |                       |               |              |       |
| PRODUCTION                  |                                     |  |          |                       |               |              |       |
| TOTAL                       |                                     |  |          |                       |               |              |       |
| CHECK ONE:                  | Minority-Owned Firm Certification # | Issued by NCTRCA<br><input type="checkbox"/> Yes <input type="checkbox"/> No |          | Signature/Date:       |               |              |       |
|                             | Women-Owned Firm Certification #    | Issued by NCTRCA<br><input type="checkbox"/> Yes <input type="checkbox"/> No |          | Typed Name and Title: |               |              |       |
|                             | 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.





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, meet 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, 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. Urmit Graham, 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 Texas

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

## Request for Taxpayer Identification Number and Certification

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

|   |  |   |
|---|--|---|
| <b>Print or type<br/>See Specific<br/>Instructions on<br/>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<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee<br><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.

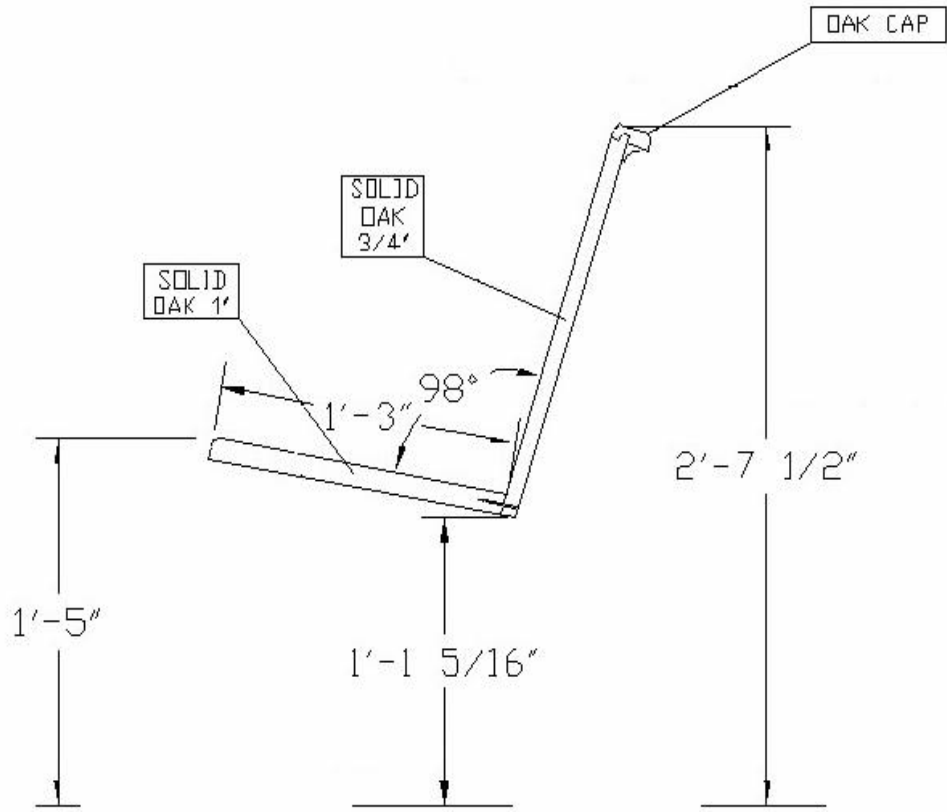
**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

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

\_\_\_\_\_  
Date

TYPICAL- BENCH - BACK / BOTTOM / CAP



TYPICAL SUPPORT

