



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. 2009-091-4440

Annual Contract for Vehicle Auto Body and Collision Repair Services

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:	Annual Contract for Vehicle Auto Body and Collision Repair Services	
BID NO. 2009-091-4440	DUE DATE: July 9, 2009 @ 2:00 p.m.	
FOR FURTHER INFORMATION CALL:	PURCHASING CONTACT:	AT: 214-653-7433
	Gloria McCulloch	gwebb@dallascounty.org
PRE-BID CONFERENCE	June 25, 2009 @ 2:00 p.m. Dallas County – Purchasing Department Records Building, 6 th Floor 509 Main, Room 623 Dallas, Texas 75202	

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Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.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.

**NAME AND ADDRESS OF COMPANY/BIDDER:		<u>ALL BIDS MUST BE SIGNED PRIOR TO AWARD</u>
Company Name (PRINTED):		Company Representative 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.

Annual Contract for Vehicle Auto Body and Collision Repair Services

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:

Specification Bid No. 2009-091-4440

Dallas County is requesting bids for an Annual Contract for Vehicle Auto Body and Collision Repair Services. 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 charges – insurance, taxes, benefits, overhead/profit, permits, licenses, fees, labor, personnel, service, supervision, administration, management, reports, material, supplies, tools, equipment, documentation, fuel surcharges, shipping, transportation, freight, towing, and all other cost associated with this contract are to be included in bid proposal. Services and Delivery will be F.O.B.: Dallas County as indicated on each individual 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 AND BONDING 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 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.
- 3.2 Commercial 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.

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- 3.3 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.
- 3.4 Garage Keepers and On-Hook Towing Liability: Contractor shall maintain garage keepers and on-hook towing insurance covering physical damage sustained to County vehicles while in the possession of Contractor with limits not less than \$25,000 per vehicle.

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 notice to Dallas County of any changes to policy.
- 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.

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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. This will be firm fixed unit price contract for a twelve (12) month period beginning August 01, 2009, or date award, if thereafter. This contract may be renewed/extended for two (2) additional, twelve (12) month periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewals/extensions shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court.
7. 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.

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8. 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 a ten (10) 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

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14. 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.
15. 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.
16. 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.
17. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County
18. 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.
19. 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.
20. 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.
21. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
22. 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.
23. 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.
24. 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.

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25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. **Questions or administration of this contract, the Dallas County representative is:**

Dallas County Purchasing Department
Gloria McCulloch
(214) 653-7433 (office)
(214) 653-7449 (fax)
gwebb@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:

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<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.

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INTENT

The intent of this Invitation for Bids is to establish an Annual Contract for Vehicle Auto Body and Collision Repair Services for Dallas County Fleet of Vehicles and/or Equipment.

1. PRE-BID CONFERENCE

- 1.1 A pre-bid conference will be held on June 25, 2009, 2:00 pm, CST, at the Dallas County Purchasing Department Conference Room, Records Building, 509 Main Street, 6th Floor, Room 623, Dallas, Texas.

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 attendance is voluntary, however it is strongly recommended that all bidders attend. If you have questions regarding the conference, contact Gloria McCulloch at 214.653.7433 or e-mail gwebb@dallascounty.org.

2. SUBMISSION OF QUESTIONS

- 2.1 The deadline for submission of written questions regarding this bid will be June 26, 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 gwebb@dallascounty.org or 214.653.7449. 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.

NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this solicitation 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.

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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.

Specification Bid No. 2009-091-4440

3. GENERAL REQUIREMENTS

- 3.1 Contractor shall furnish all insurance, permits, licenses, labor, personnel, service, supervision, management, reports, documentation, material, supplies, tools, equipment, towing, paid all taxes, benefits, insurance, fuel surcharges, transportation, shipping, freight, and all other cost associated with this contract necessary to provide the highest quality of vehicle auto body and collision repair services.
- 3.2 Contractor shall have been in the auto body collision repair business for a minimum of three (3) consecutive years and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of these requirements must accompany bid proposal (i.e. Business License or documentation showing how long contractor has been in business, when/if incorporated.)
- 3.3 The contract will be awarded in three (3) categories: Passenger Cars and Light Trucks, Medium to Heavy-duty Trucks, and Off-Road Equipment. Bidders are instructed to bid on only those categories their facility is equipped to repair. The bidder's facility shall be equipped with all equipment necessary to make repairs that meet or exceed the specifications for the category bid.
- 3.4 Contractor shall maintain a credible work force daily to insure progress of job. Contractor shall employ only skilled personnel, knowledgeable of all phases of auto body repair and restoration services. 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.
- 3.5 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.
- 3.6 Service Hours: All services performed under this contract will be conducted during normal business hours (Monday through Friday, 7:00 a.m. - 4:30 p.m.) excluding County Holidays.
- 3.7 References: Contractor shall provide with bid a minimum of five (5) commercial 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.
- 3.8 Invoicing Requirements: All invoices shall include, but not be limited to the following information:
 - 3.8.1 Dallas County Purchase Order Number
 - 3.8.2 Date Received
 - 3.8.3 Type of Vehicle/Equipment
 - 3.8.4 Vehicle/Equipment Identification Number
 - 3.8.5 County Identification/Fleet Number
 - 3.8.6 License Plate Number
 - 3.8.7 Odometer Reading
 - 3.8.8 Description of Services (Product)
 - 3.8.9 Invoice Number
 - 3.8.10 Copy of Original Estimates and Supplements (if any)

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3.8.11 Pricing Discount

3.8.12 Total Amount Due

3.8.13 Two (2) invoices are required:

Invoice 1# shall be forwarded to the:

Dallas County Automotive Service Center
738 Fort Worth Ave.
Dallas, Texas

Invoice 2# shall be forwarded to the:

Dallas County Auditor's Office
Attn: Accounts Payable
509 Main Street, 4th Floor, Room 407
Dallas, Texas

3.9 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.

3.10 Failure to comply with requirements stated in these specifications will result in the termination of contract due to non-performance.

4. TECHNICAL REQUIREMENTS - SCOPE OF SERVICES

In addition to the General Requirements, the Scope of Services for Auto Body and Collision Repair Services, shall include, but not be limited to the following Contractor responsibilities:

- 4.1 Contractors' technicians and collision repair facility shall be Inter-Industry Conference on Automotive Collision Repair (I-CAR) certified, with the exception of the heavy truck repairs. Subcontractors shall follow the same guidelines as specified in this IFB.
- 4.2 Contractor(s) shall be in compliance with all applicable Local, State and Federal Laws; Environmental and Safety Regulations, and Fire Codes.
- 4.3 Dust-Free Paint Booth: Contractor(s) must have a dust free, fully in accordance with current environmental laws and regulations paint booth on site.
- 4.4 Uni-body/Frame System: Contractor(s) shall have a dedicated fixture uni-body repair bench system at the repair facility. The bench system shall be capable of making multiple body and structural pulls for straightening. A printout of the alignment (thrust and four-wheel alignment) shall be provided with each repair order -- no exceptions. *A printed report detailing the accuracy of any frame repair must accompany the final invoice.*
- 4.5 Air Conditioning Repair/Recharging Services: Contractor shall have an air conditioning refrigerant recycling and charging system and be UL approved and meet all federal and state requirements.

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- 4.6 Welding: Contractor shall have appropriate welding equipment for body welding and utilize only I-CAR certified welders. Gas welding is not acceptable, no exceptions. The contractors shall make sure the vehicle computer systems and airbag triggers are disconnected prior to any welding performed. The Contractors shall be responsible for total replacement of the vehicles on board computers and airbag components damaged due to negligence by not disconnecting the computers before performing welding.
- 4.7 Vehicle Hoist: Contractors shall possess a fully functional vehicle hoist at all locations for inspections purposes.
- 4.8 Headlight Aiming: Contractor shall possess a fully functional headlight aiming tool / system.
- 4.9 Paint Requirement: Contractor shall have on-site a complete paint mixing system for color matching requirements. The paint quality level shall be equal to the longevity of the original paint manufacturer's.
- 4.10 Mechanical Requirement: All mechanical services including but not be limited to front and rear suspension, drive train components, radiator condensers, air bags, anti-lock brakes, emission and other sensors, steering columns, lights, computer controls and associated wiring, engines, transmissions, final drives, extension slides, hydraulic components, steering motors, that require replacement as indicated on the original written estimate and/or supplement shall be done/completed by the awarded Contractor auto body collision repair facility or sub-let to an authorized repair facility prior to the vehicle being release for inspection. All vehicles shall be returned in excellent working condition.
- 4.11 Quality Control: All installations and fabrications are subject to the County quality control inspection. All rework shall be performed at no additional cost to the County.
- 4.12 Hidden Damage: During the course of repair, if additional damages are found that were not included in the original estimate; the contractors shall contact Dallas County Auto Service Center Fleet Coordinator and/or Dallas County Independent Appraiser to re-inspect and approve.
- 4.13 Collision Repairs: Contractor shall guarantee and demonstrate that all structural procedures performed meet or exceed O.E.M. specifications. The Contractor shall utilize modern, well maintained tools, and perform all repairs according to the vehicle's factory recommended repair techniques and according to industry standards. If no repair techniques are recommended, then I-CAR procedures are to be used.
- 4.14 Parts Requirement: Contractor shall follow the directions of the County's adjuster or independent appraiser regarding when to use Original Manufacturer Equipment (OEM), Aftermarket, or used parts for replacement / repair. For each repair the contractors shall provide an invoice listing OEM or Aftermarket, Used parts purchased for the assigned vehicle. The contractors shall keep all the old parts from the damaged vehicle(s) until an inspection from the Dallas County Auto Service Center Fleet Coordinator and/or Dallas County Independent Appraiser has been completed and satisfied.
- 4.15 Contractor shall be on site to pick up vehicle/equipment to be repaired within two (2) business days (excluding County holidays) of notification, unless otherwise approved by the Dallas County ASC Fleet Coordinator/Project Manager and/or Shop Manager.
- 4.16 Location of Accident Vehicle/Transport: Contractor is responsible for all cost to transport the accident vehicles to and from their repair facility. Within twenty-four (24) hours after notification to proceed, the awarded Contractor will be responsible for moving the respective vehicle(s) from Dallas County Service Center(s) to the authorized contractor repair facility. All vehicles/equipment shall be towed (not driven) to and from Dallas County Service Center(s). All towing company/operator shall be license in State of Texas in accordance with Texas Department of Licensing and Regulation and operate in accordance statues set forth in each individual city jurisdiction and State of Texas Department of Transportation. Contractor shall not charge the County for storage of vehicles

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- 4.16.1 Dallas County Service Center locations shall include, but not be limited to the following listed below (Dallas County reserve the right to add/delete centers as it deemed necessary):

Automotive Service Center
738 Fort Worth Ave.
Dallas, Texas 75208

Automotive Service Center - East at Road and Bridge District #2
715 Rowlett Road
Garland, Texas 75043

Road and Bridge District #1
2311 Joe Field Road
Dallas, Texas 75229

Road and Bridge District #3
1506 E. Langdon Road
Dallas, Texas 75216

Road and Bridge District #4
4403 West Illinois Ave
Dallas, Texas 75211

- 4.17 Vehicle Turn-Around Timeframe: Upon authorization to proceed and receipt of the vehicle, the awarded contractor agrees to have the respective vehicle repaired within the time frame denoted in the written appraisal estimation provided by ASC Fleet Coordinator/Project Coordinator or authorized County's representative (independent consultant/appraiser). Request for additional time must be approved by ASC Fleet Coordinator/Project Coordinator, Shop Manager, and/or authorized County's representative (independent consultant/appraiser).

Dallas County reserves the right to secure services from secondary vendor, if the primary contractor is unable to meet the County's required turn-around time for the repair/restoration services or if the primary contractor has four (4) or more vehicles not completed after the specified time frame.

- 4.18 Completed Vehicle: Contractor(s) shall contact ASC Fleet Coordinator/Project Coordinator or authorized County Representative when vehicle(s) are completed and ready for inspection.
- 4.18.1 All vehicles repairs shall be inspected at the contractors' facility for approval by ASC Fleet Coordinator/Project Coordinator or authorized County Representative prior to the vehicle(s) delivered to the designated Service Center.
- 4.18.2 The ASC Fleet Coordinator/Project Coordinator or authorized County Representative shall inspect the body repairs from the approved estimate and photographs. The invoice shall match the approved estimate. The contractors shall have the invoice and all other documents associated with the repair signed by the ASC Fleet Coordinator/Project Coordinator or authorized County Representative as a receipt of approval. If the work is unacceptable, the contractor is required to make corrections in the time frame required by ASC Fleet Coordinator/Project Coordinator or authorized County Representative at no additional cost to the County. The contractors are responsible for the transport to and from their facility at no cost to the County.
- 4.19 Status Reports: Contractor shall submit a weekly report to Dallas County ASC Fleet Coordinator/Project Coordinator with the vehicle number, date received, and a detailed status of the repair.
- 4.20 Vehicle Security: Contractor's facility shall have an indoor or outdoor secure and locked parking lot with a security monitoring system. Contractor is responsible for the security of all County vehicles while in possession.
- 4.21 Dallas County reserves the right to assign an independent Appraiser to give an estimate on the accident claim. The County Appraiser and the Contractor shall apply the industry standards guidelines.
- 4.22 No work shall be authorized without a claim number.

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4.23 If the County's Adjuster or County's independent Appraiser disputes an estimate(s) from the contractor(s); all parties must discuss / re-evaluate the estimate and come to an agreement. The lower cost estimate will be used for accident claim(s). If no agreement is made the County reserves the right to go to the next lowest bidder or the contractor(s) can submit in writing a "decline to repair" the vehicle under the County's suggested estimate. This is not intended to terminate the contractor from future accident claims only to move forward on the repairs.

4.24 Site Visits – Performing Due Diligence: A site inspection shall be performed by ASC Fleet Coordinator/Project Coordinator in the evaluation process prior to award. The inspection is to determine the contractor's facility has the ability to perform such repairs as specified herein. Failure to meet any requirements is cause for the County to reject a bid. The County reserves the right to visit the contractor's facility at any time after an award has been made.

4.25 Warranty: Contractor shall provide a written warranty of minimum of one (1) year on parts and labor. The effective warranty date shall be the date final acceptance by Dallas County.

4.26 Definitions:

4.26.1 Mechanical: front and rear suspension, drive train components, radiator condensers, air bags, and other sensors, steering columns, lights, computer controls and associated wiring, engines, transmissions, final drives, extension slides, hydraulic components, steering motors.

4.26.2 Body/fender: sheet metal components, glass, door and window mechanisms, latching devices, bumpers, trailer hatches, mounted accessories and devices (fuel tanks, tool boxes, emergency lighting, remote power equipment), dump beds, roll over protection security (ROPS).

4.26.3 Off Road Equipment: back hoe, trackers, road graders, bulldozers, and other earth moving construction equipment.

4.26.4 Rework: Any services provided to the County that is deemed unacceptable and thus must be returned to the Contractor for the purposes of making corrections to the satisfaction of the County.

5. PROJECT COORDINATOR

The designated Project Coordinator for this contract is:

John Langley, Dallas County ASC Fleet Coordinator

214.653.6529 (office)

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.

5.1 The Project Coordinator responsibilities include, but are not limited to

5.1.1 Monitoring the Contractor's progress and performance as well as ensuring services conform to established specification requirements.

5.1.2 Approve and authorize payments for completed services in accordance to general and technical specification requirements.

5.1.3 Meet with the Contractor as needed to review progress, discuss problems, and consider necessary action.

5.1.4 Identifying a breach of contract by assessing the difference between contract performance and non-performance and notifying Purchasing staff of deficiencies.

Proposal Bid No. 2009-091-4440

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

Section I: Passenger Cars and Light Trucks (up to 1-ton)

Specify plus or minus discount (+/-) for Auto Body and Collision Repair Services on Passenger Cars and Light Trucks (up to 1-ton) based on Dallas County Repair Estimate/Appraisal, as per bid specifications, general and technical requirements:

Dallas County will write auto body and collision repair estimates/appraisals based on the prevailing rates below for passenger cars and light trucks up to 1-ton.

Body Labor Rate: \$38.00/hour
Frame/Uni-body Labor Rate: \$38.00/hour
Paint Labor Rate: \$38.00/hour
Paint Material/Supplies Rate: \$28.00/hour
Mechanical Labor Rate: \$68.00/hour

Specify Percentage Discount Offered (+/-) off of Auto Body and Collision Repair Estimates/Appraisals: _____%

Specify Towing Charge: (within Dallas/Fort Worth Metro Area): \$_____/per tow

Specify the number service bay area for auto body and collision repair services: _____

Specify the number of paint booths at your facility: _____

Specify the maximum number of vehicles/equipment your facility can handle at one-time: _____

Warranty Period (Minimum one (1) year from date of acceptance by Dallas County):

Parts Warranty: _____

Labor and Workmanship Warranty: _____

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

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. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office.

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Section 2: Medium to Heavy Duty Trucks (1 1/2 Ton to 5 Ton)

Specify plus or minus discount (+/-) for Auto Body and Collision Repair Services on Medium to Heavy Duty Trucks based on Dallas County Repair Estimate/Appraisal, as per bid specifications, general and technical requirements:

Dallas County will write auto body and collision repair estimates/appraisals based on the prevailing rates below for medium to heavy duty trucks.

Body Labor Rate: \$65.00/hour
Frame/Uni-body Labor Rate: \$65.00/hour
Paint Labor Rate: \$65.00/hour
Paint Material/Supplies Rate: \$30.00/hour
Mechanical Labor Rate: \$75.00/hour

Specify Percentage Discount Offered (+/-) off of Auto Body and Collision Repair Estimates/Appraisals: _____%

Specify Towing Charge: (within Dallas/Fort Worth Metro Area): \$_____/per tow

Specify the number service bay area for auto body and collision repair services: _____

Specify the number of paint booths at your facility: _____

Specify the maximum number of vehicles/equipment your facility can handle at one-time: _____

Warranty Period (Minimum one (1) year from date of acceptance by Dallas County):

Parts Warranty: _____

Labor and Workmanship Warranty: _____

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

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. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office.

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Section 3: Off-Road Equipment

Specify plus or minus discount (+/-) for Auto Body and Collision Repair Services on Off Road Equipment based on Dallas County Repair Estimate/Appraisal, as per bid specifications, general and technical requirements:

Dallas County will write auto body and collision repair estimates/appraisals based on the prevailing rates below for off road equipments.

Body Labor Rate: \$75.00/hour
Frame/Uni-body Labor Rate: \$75.00/hour
Paint Labor Rate: \$75.00/hour
Paint Material/Supplies Rate: \$35.00/hour
Mechanical Labor Rate: \$95.00/hour

Specify Percentage Discount Offered (+/-) off of Auto Body and Collision Repair Estimates/Appraisals: _____%

Specify Towing Charge: (within Dallas/Fort Worth Metro Area): \$_____/per tow

Specify the number service bay area for auto body and collision repair services: _____

Specify the number of paint booths at your facility: _____

Specify the maximum number of vehicles/equipment your facility can handle at one-time: _____

Warranty Period (Minimum one (1) year from date of acceptance by Dallas County):

Parts Warranty: _____

Labor and Workmanship Warranty: _____

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

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. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office.

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Section 4: Optional Services - Vehicle Window Tinting Services

Specify Turnkey Cost to include labor, material, parts, supplies and other incidentals required to installed new vehicle tint on the listed vehicle types below:

Minimum Specification Requirement for Film Tint:

Film Type: All Metal Film

Film Warranty: Lifetime

Workmanship, Craftsmanship and Labor Warranty (as determined by Dallas County): One (1) year minimum

Brand: Solar Gard HP Quantum Series or equal

Note: All window tints must comply with State of Texas Department of Public Safety Window Tinting Standards as outlined in Section 547.613, Transportation Code

Specify Manufacturer Brand and Series of Window Film Being Proposed: _____

Compact 4 Door Sedan	\$ _____/cost per vehicle
Mid-Size 4 Door Sedan	\$ _____/cost per vehicle
Full Size 4 Door Sedan	\$ _____/cost per vehicle
Full Size Pick-up Truck (2 – Door)	\$ _____/cost per vehicle
Full Size Pick-up Truck (4 – Door)	\$ _____/cost per vehicle
Full Size Cargo Van	\$ _____/cost per vehicle
15 Passenger Van	\$ _____/cost per vehicle
Minivan	\$ _____/cost per vehicle
Standard Sport Utility Vehicle (Explorer or similar type of vehicle)	\$ _____/cost per vehicle
Full Size Sport Utility Vehicle (Expedition or similar type vehicle)	\$ _____/cost per vehicle

Please answer the questions listed below:

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

Specify the number of Inter-Industry Conference on Automotive Collision Repair (I-CAR) certified technicians on staff at your repair facility: _____

Will your company/firm be willing to serve as a secondary awarded contractor any section categories proposed?

Yes _____ No _____

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the awarded Contractor agree that all terms, conditions, specifications, and pricing would apply to that entity?

Yes _____ No _____

Note: All purchases by Governmental Entities other than Dallas County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Dallas County will not be responsible for other Governmental Entity's debt.

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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.

COMMERCIAL CUSTOMER REFERENCES

FIRM SUBMITTING BID

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____

COMMERCIAL CUSTOMER REFERENCES

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____
6. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____
7. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____
8. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
TYPE OF SERVICE PROVIDED: _____
DATE OF SERVICE: _____

Proposal Bid No. 2009-091-4440

Dallas County Summary Plan Description

(Attachment A)

COVERED SERVICE (must be Medically Necessary)	You Pay	Plan Pays (After applicable copays)
PHYSICIAN SERVICES		
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%
PREVENTIVE SERVICES	\$25 PCP / \$30 Specialist	100%
ALLERGY CARE SERVICES	\$25 PCP / \$30 Specialist	100%
MATERNITY SERVICES		
Prenatal and Postnatal Visits	\$25 PCP / \$30 Specialist copay for 1st visit only	100%
Delivery and Newborn Care in Hospital	10%	90%
OUTPATIENT SERVICES		
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%
INPATIENT HOSPITAL SERVICES		
Inpatient Care (semi-private room & board, surgery, medications, lab & x-ray, anesthesia and therapy)	10%	90%
EMERGENCY MEDICAL SERVICES		
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
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.

Table with 7 columns: 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:	<input type="checkbox"/> Minority-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature/Date:
	<input type="checkbox"/> Women-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Non-Minority/Woman-Owned Firm		Typed Name and Title:

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, 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: _____

Proposal Bid No. 2009-091-4440

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.**

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

Part I Taxpayer Identification Number (TIN)

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

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.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at 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

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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