



**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. 2009-087-4430

Request for Proposals for Contracts for On Line Individualized Instructional Program with  
Emphasis on Remedial and Credit Recovery for Students

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.**

**REQUEST FOR PROPOSALS NO.: 2009-087-4430**

**REQUEST FOR PROPOSALS COVER SHEET**



**REQUEST FOR PROPOSALS FOR CONTRACTS FOR  
ON LINE INDIVIDUALIZED INSTRUCTIONAL PROGRAM WITH EMPHASIS ON  
REMEDIAL AND CREDIT RECOVERY FOR STUDENTS.**

**FOR**

**DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL**

**PROPOSALS DUE: MONDAY, JUNE 29, 2009, 2:00 PM**

**PROPOSALS MUST BE SEALED AND DELIVERED TO:**

**LINDA BOLES, ASSISTANT PURCHASING AGENT  
DALLAS COUNTY PURCHASING DEPARTMENT  
RECORDS BUILDING  
509 MAIN, 6<sup>th</sup> FLOOR, ROOM 623  
DALLAS, TEXAS 75202**

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## **PART I. GENERAL INFORMATION**

### **A. Definitions**

1. RFP - Request for Proposal
2. Credit Recovery Program: A program designed to provide an opportunity for students to meet the requirements for promotion and graduation.
3. Multi-Agency Collaboration - Two (2) or more agencies who enter into a formal agreement to prepare the proposal and provide the services that are proposed. Agencies may include letters of agreement with other agencies that will provide free services related to this project.
4. Agency - In the event of a Multi-Agency Collaboration, one agency must be designated to sign all required documents, and assume all responsibilities as outlined in this RFP, including, but not limited to fiscal and programmatic accountability.
5. Program Component – An element within a program.
6. Administrative Entity - The Dallas County Juvenile Department
7. Term - The time period that a contract will begin and end. The contract term for this project is August 1, 2009 through July 31, 2010.
8. Applicant, Service Provider, Proposer, Provider or Agency - The legal entity submitting a proposal for funding consideration.
9. Other - Any information submitted for review by the Applicant to be considered by the Proposal Evaluation Committee and/or Juvenile Department.
10. Fiscal Year (FY) - The time period in which the respective departments operate related service functions for fiscal accountability. The 2010 fiscal year for Dallas County will begin October 1, 2009 through September 30, 2010.

### **B. Purpose of the RFP**

Request for Proposal (RFP) No. 2009–087-4430 is being released by the Dallas County. The purpose of this (RFP) is to solicit proposals for contract on-line remedial instruction and credit recovery services for youth enrolled in the Dallas County Juvenile Justice Charter School (DCJJCS). The DCJJCS operates under the Dallas County Juvenile Board and serves the youth under the supervision and care of the Dallas County Juvenile Department.

### **C. Minimum Eligibility Requirements for Contract Award**

1. Applicants must provide documentation of a minimum of five (5) years experience providing on line educational services.
2. Applicants shall include a letter of good standing from any other agency that has a contracting relationship with the applicant.
3. Applicants must address and provide (if applicable) a list of any pending/past litigation or investigations that have occurred within the past five (5) years.

4. Applicants must have financial stability and adequate staff resources to manage the program.
5. Applicants must, at all times during the contract term and at their own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage; commercial or business auto liability insurance; physical and contractual liability coverage, with minimum limits of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) on account of bodily injuries to or death of one person and an aggregate of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) for any one occurrence. Dallas County and the Dallas County Juvenile Board shall be named additional insured on the said policy. The insurance policies required under this Section shall not be modified or canceled except upon 30 days written notice to Dallas County. Proof of insurance must be submitted to the Dallas County Juvenile Department at the time the contract is executed.
6. Applicants must, at all times during the contract term and at their own expense, keep in full force and effect a policy of workers' compensation insurance for coverage in Texas with an employer's liability limit of:
  - Bodily Injury by accident - \$500,000.00 each employee
  - Bodily Injury by disease - \$500,000.00 policy limit
  - Bodily Injury by disease - \$500,000.00 each employee

Dallas County and the Dallas County Juvenile Board shall be named additional insured on the said policy. The insurance policies required under this Section shall not be modified or canceled except upon 30 days written notice to Dallas County. Proof of insurance must be submitted to the Dallas County Juvenile Department at the time the contract is executed.
7. Contractors' staff involved in this project will be required to participate in a criminal background check process as prescribed by the County.
8. Applicants must comply with all applicable licensing and certification requirements specific to the proposed services.
9. Applicants must be in compliance with all applicable City, County, State and Federal laws, regulation codes and ordinances.

**D. Funding**

This project will be funded from the Juvenile Departments' charter school (DCJJCS) budget through funding provided by the Texas Education Agency (TEA).

**E. Pre-Proposal Conference**

A pre-bid conference is scheduled for Monday, June 15, 2009 in conference room 203-A of the Henry Wade Juvenile Justice Center, located at 2600 Lone Star Drive, Dallas, Texas, beginning at 1:00 p.m. County staff will outline the RFP review process and associated time lines and will answer questions relating to the RFP submission requirements. The Dallas County Minority Business Officer will be present to answer any questions regarding required Minority/Women Business (M/WBE) Specifications included as Attachment L of the RFP.

Though attendance is not mandatory, Proposers submitting proposals without attending the pre-bid conference do so at their own risk, and waive any right to assert claims later due to unknown conditions.

The pre-bid conference is for information only. Answers furnished will not be official unless verified in writing by the issuing office.

For persons with disabilities requiring special accommodations, please contact Virginia Ward of the Dallas County Juvenile Department at 214-698-2220, at least two (2) days prior to the pre-bid conference.

**F. Communications Regarding the RFP**

All questions regarding this RFP are to be submitted, in writing, to Linda Boles, Assistant Purchasing Agent, via e-mail @ [lboles@dallascounty.org](mailto:lboles@dallascounty.org), fax to (214) 653-7449 or mail to Dallas County Purchasing, 509 Main Street Room 623 Dallas, TX 75202. The deadline for submission of written questions is **Wednesday, June 10, 2009, 4:00 p.m. (CST)**. All responses to written questions and changes to specification requirements will be posted as an Addendum, beginning with Addendum No. 1.

All questions, comments and requests for clarification must reference the RFP number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

All addendums and/or any other correspondence (general information, question and responses) to this RFP will be made available **exclusively** through the Dallas County website for retrieval. Contractors are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address:

<http://www.dallascounty.org/department/purchasing/currentbids.html>  
(go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

**G. Questions Regarding the RFP**

**Initial questions** regarding this solicitation are to be submitted, in writing, to Linda Boles by 4:00 p.m., Wednesday, June 10, 2009. Staff will attempt to answer these questions during the pre-proposal conference on June 15, 2009.

Firms will be required to submit, in writing, any **additional questions** presented at the pre-proposal and/or after the conference. Any/all additional questions must be received by *2:00 p.m. (CDT), June 17, 2009*. All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the Wednesday, June 17, 2009, @ 2:00 P.M deadline date.

## **PART II. SCOPE OF WORK**

### **A. Overview**

Historically, the Dallas County Juvenile Justice Charter School (DCJJCS) has contracted with vendors for adjunctive or supportive educational services for the youth they serve. The Dallas County Juvenile Justice Charter School is an open-enrollment Charter School as identified by the Texas Education Agency. The Dallas County Juvenile Justice Charter School provides educational programming for youth referred to the Dallas County Juvenile Department. The DCJJCS has 5 campuses in various physical locations operated by the Juvenile Department. All of the campuses with the exception of two are residential programs for youth residing in the facility. The DCJJCS contracts generally cover a twelve month period and allow Dallas County the option to automatically renew the contracts for four (4) additional twelve month periods, at its discretion, if the contractor is meeting all contractual obligations and is operating effectively as determined by Dallas County. The contract period will begin **August 1, 2009 and end on July 31, 2010**. Under no circumstances can this contract be renewed past **July 31, 2014**.

### **B. Target Population and Geographical Locations**

The RFP is primarily soliciting web-based, supplier hosted student credit recovery, accelerated instruction, and/or remedial instruction programs that will provide an opportunity for students to advance academically and/or meet the requirements for promotion and graduation. The program will be provided to students enrolled in the Dallas County Juvenile Justice Charter School (DCJJCS) which serves youth between the ages of 10 – 17 years. Services should be designed to meet the needs of any enrolled student from the third through twelfth grades. The average daily attendance (ADA) for the 2009-2010 school year has been estimated at 684 students. The ADA will fluctuate on a daily basis. Students may be located at any of the following locations of the DCJJCS within Dallas County, or other locations determined by the Dallas County Juvenile Department during the term of the contract:

2600 Lone Star Dr., Dallas, TX 75212;  
1508 E. Langdon Rd., Dallas, TX 75241;  
1508-A E. Langdon Rd., Dallas TX 75241;  
10505 Denton Dr., Dallas, TX 75220;  
414 S. R.L. Thornton Freeway, Dallas, TX 75203;  
2600 Lone Star Dr., Dallas, TX 75212); or  
1673 Terre Colony, Dallas, TX 75212

DCJJCS Existing Equipment and Systems: The following information is provided as an overview of the DCJJCS's current technology platform. The proposer shall be able to interface and work in harmony with DCJJCS's existing infrastructure, which is described below.

200 Computers  
Pentium 4 Class Processor  
512 MG RAM  
Microsoft Windows System

*Additional information will be made available at the pre-bid conference.*

**C. Minimum Required Program Components**

The requirements contained in the RFP are specified as “minimum requirements for contract award”. By submitting a proposal, the proposer is certifying that the proposed program meets the minimum requirements. All features, components, capacities and other elements that meet minimum required program components must be operational prior to final execution of the contract. The following minimum requirements have been identified by the DCJJCS:

1. The contracted program model must be supplier-hosted and maintained with all necessary updates;
2. The system must be web-based through currently used browser;
3. The contracted program system must be scalable to support a minimum of 200 concurrent DCJJCS logins;
4. The proposer’s coursework shall include the following courses:

Elementary School (Grades 3 - 5):	Core Curriculum
Middle School (Grades 6-8):	Mathematics 7, 8 Pre-Algebra 8 U. S. History World Geography Life Science Earth Science Physical Science Reading/English/Language Arts 7, 8
High School (Grades 9 -12)	Algebra I & II; Pre-Algebra, Geometry U. S. History U. S. Government World History Geography English I Biology I General Science
5. The contractor will be required to maintain alignment with current Texas Education Agency standards specific to each content area and provide evidence of current alignment before the beginning of each school year.
6. The contracted program shall provide DCJJCS staff development training.
7. The contracted program shall provide the formative and summative assessments including pre and post test for each unit; feedback for students and access to review or practice; immediate and automatic scoring of online activities; The assessments must be aligned with Texas Education Agency standards (Texas Essential Knowledge and Skills);
8. The contracted program shall include tools for diagnostic assessments to detect weaknesses in both diagnostic skills and credit recovery. The program must have the ability to prescribe remedial help for students in both areas.

**D. Mandatory Requirements of All Contractors**

The following requirements are considered mandatory, and will be required of any agency that is selected for contract award:

1. Contractors will be required to designate one primary liaison to work with Juvenile Department staff.
2. Contractors' staff involved in this project will be required to participate in a criminal history check. The method of the criminal history check will be determined by the County.
3. Contractors will be required to ensure that all staff has the required education, licenses and certifications required to carry out their job responsibilities. The contractor must maintain documentation of staff education credentials.
4. Contractors will be required to ensure that staff involved in the project, are culturally diverse and are trained in cultural sensitivity.
5. Contractors must agree to complete and submit all documents required by the contract.
6. Contractors must include a program evaluation process. The evaluation process should be described in Attachment F of the proposal. The description should reflect the process by which the program's effectiveness and efficiency will be measured.

## **PART III. PROPOSAL EVALUATION PROCESS**

A. An evaluation committee will review the proposals and determine the best proposal in accordance with the following evaluation criteria:

**1. Organizational Experience 20 points**

Variables considered in evaluating this category will include, but not be limited to the following:

- a. Applicant's experience and success in conducting similar work;
- b. License and certifications
- c. Experience in fulfilling contract of similar nature.
- d. Quality and completeness of proposal.
- e. Number years in business
- f. Organizational structure
- g. Integrity

**2. Program Design 25 points**

Variables considered in evaluating this category will include, but not be limited to the following:

- a. Technical approach and the Applicant's grasp of the project as shown by the depth, breadth, and clarity of the proposal;
- b. Innovative and creative approach;
- c. Connection, representation and sensitivity to cultural and ethnic diversity;
- d. Ability to maintain alignment with standards of the Texas Education Agency;

**3. Cost Efficiency 10 points**

- a. Total cost of proposed services;
- b. Service and support cost;

**4. Program Operations 30 points**

- a. Adequacy of resources, including personnel, facilities, equipment, financial stability and other related factors;
- b. Management and planning: The quality of procedures and organizational structures proposed for completion of the work;

- c. Timeliness of services;

**5. Dallas County MW/BE Participation 15 points**

- a. Certified M/WBE Firm (6 points)
- b. Subcontractor to Certified M/WBE Firm (6 points)
- c. Minority Makeup of Firm (3 points)

**Total Possible Score: 100 Points**

- B. The Applicants should propose its best and final cost offer in the proposal. The County, at its sole discretion, may open negotiations with responsive applicants after submission of proposals and prior to award. The County specifically reserves the right to award without negotiations based upon written proposals only.
- C. The evaluation process will include contact with individuals or organizations identified by the Applicant as a current/former customer or references. The evaluation process also includes a status check with the Texas State Comptroller to ensure that the Applicant is in good standing.
- D. Dallas County reserves the right to verify each document submitted in conjunction with this RFP.
- E. A formal interview, as part of the selection process, may be required prior to contract award.

## **PART IV. FEES FOR SERVICES AND BUDGET JUSTIFICATION**

### **A. Compensation and Budget Consideration**

1. DCJJCS budget constraints dictate that proposed fees for services be carefully evaluated on a competitive basis, comparing providers to the lowest cost provider proposing similar services.
2. Proposals with respect to the Dallas County Juvenile Department may be based upon a **flat line item budget** in which funds are justified and reimbursed according to an agreed upon total for the year and paid out equally over a twelve (12) month period. Reimbursements would remain constant under this arrangement regardless of the actual number of students served.
3. As an alternative, proposals may be based on a **fee for service** arrangement. Reimbursements will be based on an agreed amount to be paid per student who received services under the contract.
4. The proposed budget must be based on total costs for services, and sub-contractual agreements will be the responsibility of the Contractor.
5. Proposed budgets will be compared to the estimated number of students to be served to ensure that the program is designed to provide services that offer the maximum impact per dollar.
6. Reimbursement of actual program costs will be made no later than 30 days after receipt of:
  - a. A verified and proper reimbursement request; and
  - b. Required statistical and/or programmatic documentation; and
  - c. Documentation to indicate Insurance requirements have been met.

## **PART V. REQUIRED PROPOSAL FORMAT**

Each proposal must contain the following documents, organized in the sequence listed below. Submit only the documents listed below. The proposal must include all questions and answers.

The attachments to this RFP are available and/or will be provided in Word format under General Information No. 1.

1. Proposal Cover Sheet - Enter your agency name, name of the contact person, the contact person's phone number and email address on the proposal cover sheet.
2. Attachment A: Transmittal Letter – The letter should be submitted on the agency's letter head, and should not exceed five pages in length. The cover letter will serve as the proposal abstract and should include the following:
  - a. A statement of your intent to submit a proposal and a brief summary of the program proposed, including a description of the program design to be used.
  - b. A brief history of the agency.
  - c. A brief history of the collaborating agencies, if you form a collaborative effort.
  - d. Statement that your organization has the fiscal capacity to operate the program.
  - e. Summarize the implementation costs, rates, and equipment needs for the proposed program.
  - f. Clarify the relationship, if any, between your current funding sources and the funds requested in this RFP.
  - g. Contact person and phone number for questions regarding proposal.
3. Attachment B: Questions Regarding the Agency - All questions must be answered. These responses should be applicable for all services proposed, and note any response that would not apply to all.
4. Attachment C: Documentation of Experience - Include the following documentation:
  - a. Submit documentation verifying experience during the last five (5) years of providing the proposed services to agencies similar to the DCJJCS. Examples of acceptable documentation are: current contact information for previous contracts, letters of good standing with previous and/or current agencies, other similar documentation.
  - b. The Applicant shall include a letter of good standing from any other agency that has a contractual relationship with the Applicant.
  - c. Board Members, if applicable - List board members' names, occupation, address and phone numbers. If your agency does not have a board, describe the person or persons responsible for overseeing implementation of the program and management of your budget.

- d. Staff positions, minimum qualifications and credentials.
  - e. Include a current copy of your agency's organizational chart.
  - f. List the staff positions involved in the delivery of services and the corresponding minimum qualifications for each staff position, in descending order. Include credentials of staff occupying or expected to occupy these positions, such as diplomas, degrees, licenses, or certifications.
  - g. Provide performance data from previous or current contracts for provision of the same or similar service.
5. Attachment D: Program Design - Detailed responses to all questions must be given in this section.
  6. Attachment E: Outline of Proposed Services - Provide an outline describing how the project will be organized, including but not limited to schedule of events, time sequence for tasks that are required to perform major components of work, etc.
  7. Attachment F: Program Performance – Describe the agency's performance measurements and internal evaluation process.
  8. Attachment G: Letters of Agreement with Subcontractors - Include letters of agreement from any subcontractors to be utilized for this project.
  9. Attachment H: Pricing Description and Information - The Applicant should provide a projected cost for operating a student online instructional program, including but not limited to cost for installation/site setup, professional services, license and support. The proposals should cover three tracks (elementary school, middle school, and high school) for 180 class days as required by the Texas Education Code (TEC).
  10. Attachment I: Dallas County Insurance and Indemnification - Sign the statement provided in this attachment indicating that the executive director of the program has read and agrees to maintain the described minimum insurance coverage requirements. Submit a copy of your current liability insurance coverage if applicable.
  11. Attachment J: Notarized Statement Validating Proposal Content - Sign the statement provided in this attachment in front of a Notary Public, indicating the executive director and board chair of the program has read and approves the content of the proposal submitted.
  12. Attachment K: Additional Information - Should include other relevant information to be considered, including any required documentation not listed as an attachment. All information included as Attachment K must be 8 ½" by 11" in size. Additional information may also be presented utilizing CDs or DVDs.
  13. Attachment L: Dallas County MBE/WBE Specifications / W-9 Information – All seven (7) M/WBE forms and the W-9 form must be completed and included in the section of the proposal.

## PART VI. INSTRUCTIONS FOR COMPLETING PROPOSAL

- A. Responses to written questions received as specified in Part I., Sections F. and G., will be posted as General Information on the Dallas County website. Any changes to specification requirements will be posted to the Dallas County website as an Addendum, beginning with Addendum No. 1.

All Addendums and General Information related to this solicitation will be made available for retrieval exclusively through the Dallas County website. Bidders are solely responsible for frequently checking this website for updates to this solicitation.

- B. The attachments to this RFP are available and/or will be provided in Word format under General Information No. 1.
- C. Proposals must be organized in the sequence stipulated in Part VI herein. Each page of the proposal shall be consecutively numbered beginning with the Cover Sheet as page 1. Proposals should be type set in not less than twelve characters per inch, with a minimum character size of ten points. All documents included in the proposal must be 8 ½" by 11" in size. The proposals must not be bound (fastened with a binder clip only). All pages of the proposal must be three-hole punched.
- D. Proposers must submit one (1) original and six (6) double sided copies of the proposal. The original and copies must be complete, with all required attachments and supporting documentation. The Proposer must utilize dividers to separate each of the sections of this proposal. **The original and 6 copies must be submitted in a sealed format. Failure to follow the requirements to submit a sealed proposal will result in your proposal not being considered.**
- E. Proposals submitted via fax transmission will not be accepted. Proposals submitted directly to the Dallas County Juvenile Department will not be considered, and the Juvenile Department accepts no responsibility for notification to the Applicant or forwarding of the proposal. Complete sealed proposals must be submitted to the address as indicated in letter "F" below no later than **Monday, June 29, 2009, @ 2:00 P.M.** Proposals will not be accepted after this time and date. Note: The time as denoted by the Dallas County Purchasing Department time clock is the official time. A complete proposal includes all documentation required as explained in Part VI herein. Incomplete proposals will not be considered. The Dallas County retains the right to check each document submitted for validity.

- F. Proposals must be submitted to:
- Linda Boles, Assistant Purchasing Agent  
Dallas County Purchasing Department  
Records Building  
509 Main, 6<sup>th</sup> Floor, Room 623  
Dallas, Texas 75202

**PART VII. DALLAS COUNTY POLICY REGARDING REQUESTS FOR PROPOSAL AND PROPOSAL SUBMISSION**

**A. Policy for Selection of Award**

The Applicant will be required to submit a proposal meeting all requirements of this RFP. The proposals submitted will be evaluated based on competence and qualifications for the services to be performed at fair and reasonable prices. Dallas County reserves the right to waive qualifications irregularities. An overview of the evaluation process will be presented at the pre-bid conference.

**B. Ambiguity, Conflict or Other Errors in the RFP**

If the Applicant discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he/she shall immediately notify the Juvenile Department of such error in writing, and request modification or clarification of the document. Modification will be made by issuing an Addendum. Written notice will be given to all parties who have been furnished with the RFP, without divulging the source of the request for same.

If the Applicant fails to notify the Juvenile Department of an error or ambiguity in the RFP that is known to him, or should have been known to him, prior to the date and time fixed for submission of proposals he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The Juvenile Department may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with 1.

**C. Notification of Most Current Address**

The Applicant in receipt of the RFP shall notify the Dallas County Purchasing Department, (214) 653-7431, of any address changes, contact-person changes and/or telephone number addition/changes, no later than 48 hours prior to the date and time fixed for submission of proposals.

**D. Signature of Proposal**

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Applicant contractually.

If the Applicant is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. If the Applicant is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign. If the Applicant is an individual, that individual shall sign.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Dallas County Purchasing Department prior to the submission of the proposal or with the proposal.

**E. Economy of Presentation**

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the

applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in this RFP. All questions posed by the RFPs must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

**F. Proposal Obligation**

The contents of the proposal and any clarification thereof submitted by the selected Applicant shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

**G. Implied Requirements**

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the Applicant, shall be included in the proposal.

**H. Ownership of Proposal**

All proposals become the property of Dallas County and will not be returned to the Applicant.

**I. Contract Development**

The content of the RFP and selected Applicant's proposal will become an integral part of the contract, but may be modified by provisions of the contract as clarified. Therefore, the Applicant must be amenable to inclusion in a contract of any information provided either in response to this RFP, or subsequently during the selection and clarification processes.

**J. Mandatory Contract Clauses**

The following contract clauses are considered mandatory, and will be required in all awarded contracts:

1. **Insurance.** Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of the Contract, including any renewals or extensions. If any of the minimum insurance required under this Contract lapses, is reduced below minimum requirements or is prematurely terminated for any reason, the County shall withhold any and all payments due Contractor until: (a) minimum required insurance is acquired and provided to the satisfaction of County; or (b) four (4) years from termination date; or (c) four (4) years from the date all claims and/or suits are finally settled and/or extinguished. This provision shall survive the Contract termination.
2. **Formal Notice.** Any notice required or permitted herein shall be deemed to have been given when hand delivered or three (3) days after being sent US Mail, certified, return receipt requested, to the following addresses: (Contractor's Address).
3. **Binding Contract and Authority.** This Contract has been duly executed and delivered by both parties and constitutes a legal, valid or binding obligation of the parties. Each person executing this Contract on behalf of each party represents and warrants that they have full right and authority to enter into this Contract.
4. **Amendment.** This Contract may not be amended except in a written instrument specifically referring to this Contract and signed by the parties hereto.

5. **Applicable Law.** This Contract shall be governed by and construed in accordance with laws of the State of Texas. Venue of any legal action filed by either party shall lie exclusively in Dallas County, Texas. Nothing herein is intended to benefit any third party beneficiaries.
6. **Immunity.** This Contract shall be expressly subject to the County's Sovereign Immunity, Title 5 of the TEXAS CIVIL PRACTICES AND REMEDIES CODE, and all other applicable federal and State law.
7. **Severability.** In the event that one (1) or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this Contract, which shall remain in full force and effect.
8. **Default/Waiver.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this Contract does not preclude pursuit of other remedies in this Contract or as provided by law.
9. **Entire Contract.** The Contract, including all exhibits and addendums, constitutes the entire Contract between the parties hereto and supersedes any other contract concerning the subject matter of this transaction, whether oral or written.
10. **Assignment.** The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Contract. Neither party shall assign, sublet or transfer the Contract or any Interest in the Contract without prior written authorization from the other.
11. **State Funded Project.** This Contract is funded by the State of Texas and/or the federal government. Any statute, rule, regulation, grant, contract provision or other law, rule regulation or provision that imposes additional or greater requirements than stated herein, and that is directly applicable to the services rendered herein, shall be complied with by the responsible party without additional cost or expense to the County.
12. **Fiscal Funding Clause.** Notwithstanding any provisions contained herein, the obligations of County under this Contract are expressly contingent upon the availability of funding for each item and obligation contained herein for the term. Contractor shall have no right of action against the County in the event County is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that County is unable to fulfill its obligation under this Contract as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, shall provide funds from a separate source or may terminate this Contract by written notice to Contractor at the earliest possible time prior to the end of its fiscal year.
13. **Indemnification/Liability.** Contractor agrees to indemnify and hold harmless the Juvenile Department and Dallas County, their officers, employees, agents and subcontractors from and against any and all loss, claims demands, actions, suits, damages, liabilities, costs and/or expenses of every kind and nature (including, but not limited to, courts cost, litigations expenses and attorneys fees) arising or alleged to arise from, or in any way related to (whether directly or indirectly, causally or otherwise ) any act or omission (intentional or otherwise) of Contractor or any of its agents, servants, employees, subcontractors or invitees. This provision shall survive the termination of this contract.

14. **Independent Contractor.** Each party is acting independently, and neither is an agent, servant, employee or joint enterprise of the other.

**K. Loss, Damage, or Claim**

The Applicant shall waive, release, hold harmless and indemnify the Dallas County Juvenile Department, the Dallas County Juvenile Board, and their respective officers, agents, employees, and representatives, against all claims arising from Applicant's performance or work related to the RFP, proposal, or resulting contract for personal injury or property damage arising from; whether caused by the contractual negligence, negligence or gross negligence of Applicant, its officers, employees, agents or representatives.

In addition, the Applicant shall totally indemnify Dallas County for damage or destruction of the County's property, equipment and/or supplies caused by the Applicant, its employees, agents or subcontractors.

**L. Collusion**

The selected Applicant will be required to provide an affidavit that he has not conspired with other potential applicants in any manner to attempt to control competitive solicitation for these services. This paragraph does not, however, preclude two or more organizations or entities from presenting a combined or joint proposal as described in Paragraph (M) below.

**M. Collaborative Proposals and Subcontracting**

Two (2) or more organizations or entities may collaborate in preparing a proposal in response to this RFP. However, one organization must be designated as the primary Applicant, sign required documents and assume all responsibilities as outlined in this RFP. Subcontracting for the services described in the proposal is permitted if specified in the proposal. If any portions of the services are to be subcontracted, include in Attachment A letters of agreement or intent with the entities that will provide the services.

**N. Award of Contract(s)**

Dallas County may select one or more proposals for the award of a contract. Proposals are scheduled to be reviewed and evaluated so that a recommendation for the award of a contract(s) will be presented to the Dallas County Juvenile Board on **Monday, July 27, 2009**. Applicants will receive notification on or before **Wednesday, July 22, 2009**, regarding the status of their application.

The contract will be between the selected Proposer and Dallas County, and will be administered by the selected Proposer and Dallas County Juvenile Department. Due to the nature and scope of the work required, it may be necessary to increase, decrease, or otherwise modify the scope of the effort or terms of the contract. Therefore, Dallas County may, from time to time, request revisions to the contract in order to adjust to its requirements. All contract modifications require formal Dallas County Juvenile Board.

In addition to any rights and remedies detailed in the general requirements of this RFP, Dallas County reserves the right to terminate any contract based upon failure to comply with usual and customary practices of the industry, breach of any laws, rules or regulations, failure to significantly comply with contractual requirements, or failure to meet the performance expectations as established by Dallas County. Dallas County may terminate the contract at will, based upon a thirty (30) day written notice.

The initial contract shall begin August 1, 2009 through July 31, 2010. Contracts awarded under RFP No. 2009 - 087 - 4430 shall not be extended past July 31, 2014.

Notwithstanding any provisions contained herein, Dallas County's obligation under this RFP and the resulting contract are expressly contingent upon the availability of funding for the term of the contract and any extension thereto. Contractor shall have no right of action against the County in the event the County is unable to fulfill its obligations under this RFP and the resulting contract, as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this project or failure to budget or authorize funding for this project during the current or future fiscal years. In the event the County is unable to fulfill its obligations as a result of lack of sufficient funding or if funds become unavailable, Dallas County, at its sole discretion, shall provide funds from a separate source or terminate this contract without penalty to the County.

**O. No Communication Rule**

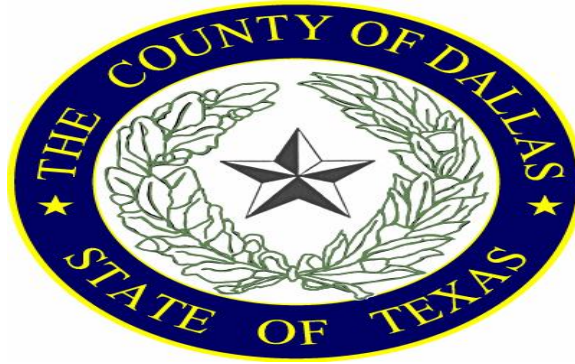
Applicants or their representatives are requested not to make individual contact with Dallas County Juvenile Board, Dallas County Juvenile Department review panel members or other individuals involved in the selection process, from the RFP deadline date through the evaluation process and award of contract.

**P. Governing Law and Venue**

The RFP and resulting contract shall be construed in accordance with the laws of the State of Texas, and exclusive venue for any legal actions between the parties arising from this RFP and the resulting contract shall be in Dallas County, Texas.

**REQUEST FOR PROPOSALS NO.: 2009-087-4430**

**PROPOSAL COVER SHEET**



**REQUEST FOR PROPOSALS FOR CONTRACTS FOR  
ON LINE INDIVIDUALIZED INSTRUCTIONAL PROGRAM WITH EMPHASIS ON  
REMEDIAL AND CREDIT RECOVERY FOR STUDENTS.**

**FOR**

**DALLAS COUNTY JUVENILE JUSTICE CHARTER SCHOOL**

**PROPOSALS DUE: MONDAY, JUNE 29, 2009, 2:00 PM**

**PROPOSALS MUST BE SEALED AND DELIVERED TO:**

**Linda Boles, Assistant Purchasing Agent  
Dallas County Purchasing Department  
Records Building  
509 Main, 6<sup>th</sup> Floor, Room 623  
Dallas, Texas 75202**

**ORGANIZATION NAME:** \_\_\_\_\_

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

**PHONE NUMBER:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

## ATTACHMENT A

### TRANSMITTAL LETTER

The proposal must include all instructions and requested information for this section.

#### **Instructions:**

1. The transmittal letter must be submitted on the agency's letter head, and should not exceed five pages in length.
2. The transmittal letter will serve as the proposal abstract and should include the following:
  - a. A statement of intent to submit a proposal and a brief summary of the program proposed, including a description of the program design to be used.
  - b. A brief history of the agency.
  - c. A brief history of the collaborating agencies, if applicable.
  - d. A statement indicating that the proposing organization has the fiscal capacity to operate the program.
  - e. A summary of the implementation costs, rates, and equipment needs for the proposed program.
  - f. Clarification of the relationship, if any, between your current funding sources and the funds requested in this RFP.
  - g. The name and contact information for the person able to respond to questions regarding the proposal.

## ATTACHMENT B

### QUESTIONS REGARDING AGENCY

The proposal must include all questions and responses for this section.

#### A. GENERAL INFORMATION:

1. Name of Applicant:
2. Mailing Address:
3. Phone Number/Fax Number:
4. Physical Address/Phone Number/Fax Number (if different from #3):
5. Executive Director/Contact Person for Negotiations:
6. Program Director:
7. Give the name, billing address, City, State, and zip code of the entity (Lead Agency) that will serve as the payee under this contract.
8. How long has Applicant been in operation?
9. Do you receive funding from other sources? If yes, list each source.
10. Does the Applicant have non-profit status?
11. Which of the following describe the Applicant?  
Corporation      Partnership      Individual      Public Agency      Private Agency
12. Is the Applicant currently under investigation or corrective action plan because of non-compliance, allegations of abuse, or any other violations? If yes, explain.
13. If the Applicant has had an agreement terminated, or has pending termination, or a settlement to avoid litigation or termination for default during the last five (5) years, all such incidents must be described.
14. If the Applicant has experienced no such settlement or terminations for default in the past five (5) years, and it has no pending terminations, it must affirmatively declare so.
15. Is Applicant licensed by any agency? If yes, list all of the licensing agencies.
16. List any issues which you must address prior to delivery of services?
17. Discuss the agency's position on cultural connection with sensitivity to and representation of cultural and ethnic diversity.

## ATTACHMENT C

### DOCUMENTATION OF EXPERIENCE

The proposal must include all instructions and requested information for this section.

#### **Instructions:**

1. Submit documentation verifying experience during the last five (5) years of providing the proposed services to agencies similar to the DCJJCS. Examples of acceptable documentation are: current contact information for previous contracts, letters of good standing with previous and/or current agencies, other similar documentation.
2. The Applicant shall include a letter of good standing from any other agency that has a contractual relationship with the Applicant.
3. Board Members, if applicable - List board members' names, occupation, address and phone numbers. If your agency does not have a board, describe the person or persons responsible for overseeing implementation of the program and management of your budget.
4. Staff positions, minimum qualifications and credentials.
5. Include a current copy of your agency's organizational chart.
6. List the staff positions involved in the delivery of services and the corresponding minimum qualifications for each staff position, in descending order. Include credentials of staff occupying or expected to occupy these positions, such as diplomas, degrees, licenses, or certifications.
7. Provide performance data from previous or current contracts for provision of the same or similar service.

## ATTACHMENT D

### PROGRAM DESIGN

The proposal must include all questions and responses for this section.

- A. Narrative:** Describe the proposed program including a description of the program components such as: professional services, licenses, installation, academic content, assessments, placement testing, technical support, required technology/network infrastructure, etc.
- B. Provide detailed responses to the following questions:**
1. Discuss the Applicant's ability to meet the course requirements as outlined in Part II, Section C.2, of the RFP?
  2. Discuss the Applicant's ability to maintain alignment with the current Texas Education Agency's standards specific to each content area.
  3. The contracted program design must be flexible to allow teachers to assign individual and/or multiple assignments within and/or across course/grade-levels in order to individualize the program based on student needs. Discuss the Applicant's ability to meet this expectation.
  4. The contracted program design must allow for modification by teachers for individual students or groups of students to include but not limited to sequencing, combining components of different courses, deleting content, adding content, changing deadlines, importing questions, etc. Discuss the Applicant's ability to meet this expectation.
  5. The program model must include an asynchronous format for semester courses to allow students to enter and exit courses at any time. Discuss the Applicant's ability to meet this expectation.
  6. The contracted program model must include online reference materials and tools available for each course. Discuss the Applicant's ability to meet this expectation.
  7. Provide specific details of the Applicant's course content development and revision process.
  8. Describe training procedures offered for professional development for teachers.
  9. Describe electronic manuals and documentation, including online tutorials for teachers and students on program usage?
  10. Does the proposed program model allow for student control of repeats, pausing, stopping, etc.?
  11. Describe the program model's process for student access to teacher help. Does the program require teacher response to students within 24 hours on weekdays?

12. The contracted program model must have audio and visual media as appropriate for 21<sup>st</sup> Century learners, including significant multimedia components for instruction, review, practice and feedback, and must reference topics and cultures which engage contemporary teen learners. Discuss the Applicant's ability to meet this expectation.
13. The contracted program's assessment tool should include the elements listed below. Describe the Applicant's assessment tool and discuss the Applicant's ability to meet this expectation.
  - a. formative (for progress monitoring) and summative assessments, including pre and post test for each unit.
  - b. feedback for students and access to review or practice
  - c. immediate and automatic scoring of online activities and assessments and a mixture of automated and teacher graded writing assignments.
  - d. assessments aligned with Texas Education Agency standards to mirror CRT's, semester and exit exams.
  - e. questions in test banks that represent a variety of cognitive levels and are appropriately labeled based on these levels.
14. The Applicant's program should include tools to detect weaknesses in both diagnostic skills and credit recovery areas. The program must have the ability to prescribe remedial help for students in both areas. Describe the Applicant's diagnostic assessment tool and discuss how this requirement will be met.

**C. Technology:** The proposer's system shall consist of and/or provide the following:

1. Supplier hosted and web-based through currently used browsers.
2. The contracted program must be accessible by students and teachers, 24X7X365.
3. The contracted program model must support Windows XP, and Windows Vista
4. The contracted program model must support a minimum of 200 concurrent DCJJCS logins.

**D. Personnel:** Identify the individual(s) who will manage this project and their professional qualifications.

## **ATTACHMENT E**

### **OUTLINE OF PROPOSED SERVICES**

The proposal must include all instructions and all requested information for this section.

#### **Instructions:**

1. Provide an outline describing how the project will be organized, the number and types of staff involved.
2. Outline the schedule of events indicating the time sequence for tasks that are required to perform major components of the work. The tasks should be expressed in daily durations.

## ATTACHMENT F

### PROGRAM PERFORMANCE

The proposal must include all questions and responses for this section.

1. **Goals and Objectives:** List the goals and objectives for each program component. The program goals must be measurable.
  
2. **Performance Measures:** Explain how the goals will be measured to determine program effectiveness. The selected Provider will be required to provide written documentation to the Juvenile Department that these goals have/have not been met on a monthly basis. Contractor performance for the 2009-2010 school year will be evaluated based on your outcomes compared to the established goals.
  
3. **Evaluation Process:** Describe the internal evaluation process that will be used to evaluate the effectiveness and the efficiency of the program. The description should include who conducts the evaluation process, how the process is conducted, the tracking system to be used, and what factors are tracked and the evaluation period.

## **ATTACHMENT G**

The proposal must include all instructions and all requested information for this section.

### **LETTERS OF AGREEMENT WITH SUBCONTRACTORS**

**Instructions:** List all subcontractors that will be used to provide any of the services described in the proposal. Subcontractors that provide basic supplies or materials do not need to be listed in Attachment A. Provide the name, address, telephone number, and contact person for each subcontractor, along with a brief description of the services to be provided. Include with this attachment letters of agreement with all listed subcontractors. If the subcontractor for a particular service that is considered significant has not yet been selected, indicate the method for selecting (competitive bid, sole source award, etc.).

## **ATTACHMENT H**

The proposal must include all instructions and requested information for this section.

### **PRICING DESCRIPTION AND INFORMATION**

**Instructions:** The Applicant should provide a projected cost for operating a student online instructional program, including but not limited to cost for installation/site setup, professional services, license and support. The proposals should cover three tracks (elementary school, middle school, and high school) for 180 class days as required by the Texas Education Code (TEC).

1. Provide a pricing description for the proposed service package. The document should be signed and dated.
2. Provide payment options and details for:
  - a) 200 Concurrent Users
  - b) Individual Student Purchase
3. Provide payment options for fixed and non-fixed pricing.
4. The Applicants should propose its best and final cost offer in the proposal. The County, at its sole discretion, may open negotiations with responsive applicants after submission of proposals and prior to award. The County specifically reserves the right to award without negotiations based upon written proposals only.

## ATTACHMENT I

### DALLAS COUNTY INSURANCE and INDEMNIFICATION REQUIREMENTS

If awarded a contract with Dallas County Juvenile Department, I agree to maintain the insurance requirements specified in RFP No. 2009-087-4430 for the entire term of the contract.

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

**ATTACHMENT J**

**NOTARIZED STATEMENT VALIDATING PROPOSAL CONTENTS**

To: Dallas County Purchasing Department  
Dallas County Juvenile Department

From: Agency Name:

Proposers shall not prepare this proposal in collusion with any other Proposers and the contents of this proposal as to prices, terms or conditions may not be communicated by this Agency nor by an employee or agent to any other Proposer or to any other persons engaged in this type of business prior to the official proposal due date of June 29, 2009 @ 2:00 PM. Moreover, the authorized agent or officer signing this proposal is not and has not been, for six months, directly or indirectly concerned in any agreement to control the conditions and/or price of services proposed, or has not influenced any person to propose or not propose thereon.

I have read the complete proposal for *On Line, Individualized Instructional Program with Emphasis on Remedial and Credit Recovery for Students*. (RFP NO. 2009-087-4430) and verify the accuracy of all information contained in the proposal.

Signed: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board Chair

NOTARY PUBLIC:

Signature:

My commission expires on:

## **ATTACHMENT K**

### **ADDITIONAL INFORMATION**

Proposers should include as Attachment K, any additional information deemed relevant, including any required documentation not listed as an attachment. Proposers are advised to only include information that directly supports Proposers ability to comply with the requirements of the RFP. All information included as Attachment K must be 8 1/2" by 11" in size. Additional information may also be presented utilizing CDs or DVDs.

## ATTACHMENT L



### DALLAS COUNTY M/WBE SPECIFICATIONS and W-9 FORM/INFORMATION

#### **MINORITY/WOMEN BUSINESS SPECIFICATIONS:**

Each Proposer should carefully read the MINORITY/WOMEN BUSINESS POLICY OF DALLAS COUNTY. The MBE/WBE forms must be completed and included in the Attachment L section of the proposal. *Questions regarding Dallas County's MBE/WBE policy and the required proposals forms must be submitted in writing to Linda Boles at: [Linda.boles@dallascounty.org](mailto:Linda.boles@dallascounty.org), no later than 4:00PM, Wednesday, June 17, 2009.*

#### **W-9 FORM/INFORMATION:**

Each Proposer should carefully read the instructions for completing the W-9 form. The W-9 form must be completed and included in the Attachment L section of the proposal and positioned after the required MBE/WBE forms. *Questions regarding the W-9 form/information must be submitted in writing to Linda Boles at: [Linda.boles@dallascounty.org](mailto:Linda.boles@dallascounty.org), no later than 4:00PM, Wednesday, June 17, 2009.*

## MINORITY/WOMAN BUSINESS SPECIFICATIONS

**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 remain 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/PROPSERS:** 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 a 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 small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

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

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

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

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

## 2. MBE/WBE PARTICIPATION REPORT

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

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

**Total Amount of Your Bid/Proposal \$** \_\_\_\_\_  
 (The amount above should equal the total amount as shown on the bid sheet)

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

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

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

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

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

**NAME OF YOUR BUSINESS:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_ **PHONE#** \_\_\_\_\_  
 \_\_\_\_\_ ( ) \_\_\_\_\_

\_\_\_\_\_  
 Printed Name Of Preparer                      Signature                      Title                      Date





**DALLAS COUNTY**

**[5.] Vendor Statistical Report**  
(prime/subs performing >19% of initiative)

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

**COMPANY NAME:**

**ADDRESS:**

**TELEPHONE:**

MALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
<b>TOTAL</b>							
Formal On-The-Job Trainees							
White Collar							
Production							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
<b>TOTAL</b>							
Formal On-The-Job Trainees							
White Collar							
Production							
<b>TOTAL</b>							
<b>CHECK ONE :</b>		Minority-Owned Firm Certification #		Issued by NCTRCA	Signature/Date:		
		Woman-Owned Firm Certification #		Issued by NCTRCA	Typed Name and Title:		
		Non-Minority-Owned Firm Certification #					

## ***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 Mgr. \_\_\_\_\_ Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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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 <sup>1</sup>	Generally, exempt payees 1 through 7

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

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

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

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

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

### Privacy Act Notice

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

### OFFICE USE ONLY

Date Received

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

**2**

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

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

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

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**FORM CIQ**

Page 2

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

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

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

Yes       No

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

Yes       No

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

Yes       No

D. Describe each affiliation or business relationship.

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

**7**

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

\_\_\_\_\_  
Date