



## NOTICE

Dallas County specifications supersede 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**

**VENDOR'S RESPONSIBILITY:**

Vendors are responsible for downloading and completing any addendums.

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

\*Addendums extending Bid Openings may be posted on the same day

### SPECIFICATION DOWNLOAD ACKNOWLEDGMENT

Annual Quote/Bid/RFP No. 2012-037-5898

**Annual Contract for Compact Fluorescent and Linear Fluorescent Lamps**

(Buyer: Cooper)

Company Name			
Contact Name			
Mailing Address			
City	State	Zip Code	
Phone	Fax		
E-mail Address	Web Site		
FEDERAL TAX IDENTIFICATION NUMBER			
Signature	Date		

**FAX TO: DALLAS COUNTY - PURCHASING DEPARTMENT  
214-653-7449 OR 214-653-7878**

**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.**

DO NOT WRITE BELOW THIS LINE

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GV Database

WS Database



PROPOSAL FOR:	Annual Contract for Compact Fluorescent and Linear Fluorescent Lamps	
BID NO. 2012-037-5898	DUE DATE: January 30, 2012 @ 2:00 p.m.	
FOR FURTHER INFORMATION CALL:	PURCHASING CONTACT: Samuel Cooper	AT: 214-653-6304 <a href="mailto:samuel.cooper@dallascounty.org">samuel.cooper@dallascounty.org</a>
PRE-BID CONFERENCE	N/A	

**INSTRUCTIONS TO BIDDERS**

**PLEASE READ THE ENTIRE PACKAGE CAREFULLY**

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

Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

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

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

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

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

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

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

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

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

SOLICITATION #2012-037-5898

Annual Contract for Compact Fluorescent and Linear Fluorescent Lamps

NOTICE

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

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

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

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

Dallas County is requesting bids for a non-exclusive ANNUAL CONTRACT FOR COMPACT FLUORESCENT AND LINEAR FLUORESCENT LAMPS. Bids must be submitted on the attached Bid Proposal. By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges - freight, inside delivery, and all other costs associated with this contract must be included in bid proposal. Delivery will be F.O.B Destination: AS PER PURCHASE ORDER DESIGNATION TO MULTIPLE LOCATIONS
2. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
  - (a) name and address of vendor
  - (b) name and address of receiving department
  - (c) Dallas County Purchase Order number and
  - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.

3. INSURANCE REQUIREMENTS

Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations. The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

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

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage, showing Dallas County as the certificate holder (general liability insurance) with the coverage dates inclusive to that of the awarded contract.

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

- a. Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$500,000.00 for each occurrence with a \$500,000 Products/Completed Operations Aggregate and a \$500,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.
- b. Automobile Liability: Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit of bodily injury and property damage not less than \$100,000/300,000/100,000 or combined single limit of \$400,000.00 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of this contract.

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

- a. Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for thirty (30) days notice to the County for cancellation, non-renewal or material change;
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy;
- d. Provide for notice to Dallas County of any changes to policy;
- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- f. Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages;
- g. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard; and
- h. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

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

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

**INSURANCE LAPSES**

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

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

4. **DISCLOSURE FORM CIQ**

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

5. **PROVISION OF HEALTH INSURANCE COVERAGE**

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

6. This Contract will be issued beginning on the date of award and ending on January 16, 2013. This contract may be renewed/extended for two (2) additional, twelve (12) month periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewals/extensions shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court. Prices quoted shall remain firm for 90 days from date of award. After such date, any request for reasonable price adjustments/increases will be considered and must be submitted in writing to the Dallas County Purchasing Department (see below for detail instructions and requirements).

7. Price Adjustments/Increases: Requests for adjustment in cost of lamps must be supported by appropriate written documentation by the manufacturer supported by current published price lists or similar documentary evidence. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey. If the Dallas County Commissioners Court agrees and approves the adjusted price terms, County shall issue written approval of the change and such changes will become effective thirty (30) calendar days after written notification is given to the Dallas County Purchasing Department at 509 Main Street, 6<sup>th</sup> Floor, Dallas, Texas 75202. Price adjustments/increases shall be presented as a percentage of increase/decrease, which will be used to adjust vendor pricing accordingly to the County. The price increase shall not exceed five (5%) percent over a ninety (90) calendar day period and shall be limited to the actual increase incurred by the awarded vendor(s) whichever is the "least amount of increase". Price adjustments/increases are not retroactive; they are effective thirty (30) calendar days after written notification is given to the Dallas County Purchasing Department at 509 Main Street, 6<sup>th</sup> Floor, Dallas, Texas 75202 (only). Price reductions or decreases are effective immediately or on such date mutually agreed upon by Contractor and County.
8. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
9. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving ten (10) days written notice to the Contractor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be barred from award consideration on future county solicitation for a period of thirteen (13) months.
10. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.
11. The bid award shall be based on, but not necessarily limited to, the following factors:
  - a. Unit Price
  - b. Total Bid Price
  - c. Delivery Date
  - d. Results of Testing Samples
  - e. Special Needs and Requirements of Dallas County
  - f. Dallas County's Experience with Products Bid
  - g. Vendor's Past Performance Record with Dallas County
  - h. Dallas County's Evaluation of Vendor's Ability
  - i. Estimated Costs for Supplies, Maintenance, etc.
  - j. Estimated Surplus Value

Dallas County reserves the right to award to a primary and secondary vendor.

12. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202. A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service/materials) have been (received/performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.
13. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.

14. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
15. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorneys fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgements or expense, including attorneys fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
16. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
17. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
18. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
19. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.  
  
Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.
20. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
21. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
22. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
23. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
24. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease-purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.
25. Contractors are not officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.
26. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

27. TERMINATION

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

28. Monetary Restitution - In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor rate and new company's rate) beginning the date of vendor termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

29. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

30. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.

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

32. Where applicable MSDS Forms must be provided with delivered products. In addition **WITHOUT EXCEPTION**, within 30 days after award, the successful bidder(s) MUST furnish Material Safety Data Sheets for all applicable awarded contract items to: Dr. E. Todd, Southwestern Institute of Forensic Sciences/Office of the Medical Examiner Facility, 2355 Stemmons Freeway, Dallas, Texas 75207. Dallas County reserves the right to withhold payments owed and/or terminate the contract due to non performance if the aforementioned documents are not provided accordingly.

33. Each offeror is requested to carefully read the **MINORITY BUSINESS POLICY OF DALLAS COUNTY** (following the Bid Proposal section of this specification).

34. Questions or administration of this contract, the Dallas County representative is:

Dallas County Purchasing Department  
 Samuel Cooper  
 P: 214-653-6304 / F: 214-653-7878  
[samuel.cooper@dallascounty.org](mailto:samuel.cooper@dallascounty.org)

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

35. **FEDERAL DEBARRED VENDORS** - No products and/or services utilizing Federal funds may be procured from vendors that are listed on the Federal Excluded Parties List. Government requirements for non-procurement suspension and debarment are contained in the OBM guidance 2CFR, part 180 that implements Executive Orders 12549 and 12689 Debarment and Suspension. Dallas County reserves the right to reject from award consideration and/or terminate any contract with any vendor found to be suspended, ineligible and/or debarred as outlined herein.

36. **TWELVE-MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES** - In accordance with the County's Transparency Policy, any firm awarded a contract for the Procurement of goods or services shall be prohibited from hiring any individual who has previously worked for the County and in that capacity either evaluated, recommended, approved, monitored, or managed a contract involving that firm no sooner than twelve months after that individual has ceased to work for or be employed by the County. Failure to adhere to such a contractual requirement may result in the termination of the contract with the County.

37. **Interlocal Agreement (City/State Participation Program)**

In accordance with Article 791.025 of the Texas Government Code, governmental agencies (local, state) may request to utilize County contract by executing an interlocal agreement with Dallas County to do so. Vendors are to indicate on the bid proposal page whether they are willing to extend pricing from this contract to other governmental agencies in accordance with the outlined specifications. Dallas County is indemnified against any and all claims that may arise from Interlocal Agreements entered into by the Contractor and governmental agencies.

INTENT:

The intent of this Invitation to Bid is to establish a non-exclusive Annual Contract for Compact Fluorescent and Linear Fluorescent Lamps as listed herein. All items will be purchased on an as needed/as requested basis during the term of this contract period.

1. General Requirements

1.1 Supplier shall furnish all labor, personnel, service, supervision, administration, management reports, documentation, insurance, materials, supplies, equipment for unloading, pay all taxes, benefits, fuel surcharges, shipping, transportation, parking and other ancillary fees, tolls, travel time, freight, and all other overhead costs including incidentals, necessary to provide the products as described herein.

1.2 Submission of Questions

The deadline for submission of written questions regarding this bid will be January 23, 2012 at 5:00 p.m., CST. The official responses to all written communication will be issued in written addendum or posted as general information.

E-mail or fax all questions to [scooper@dallascounty.org](mailto:scooper@dallascounty.org) or 214.653.7878. Please reference the bid number in the subject line, company name, and representative name on all correspondence to Dallas County. Only written responses to written communication shall be considered official and binding to Dallas County. Any oral communication shall be considered unofficial and non-binding.

**NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this solicitation will be made available "exclusively" through the Dallas County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website:**

**<http://www.dallascounty.org/departments/purchasing/currentbids.html>**  
or information hyperlink.

1.3 Any verbal communication with a Dallas County employee concerning this solicitation is not binding on Dallas County and shall in no way alter a specification, term or condition of this bid. All changes to the specification requirements or scope of services must be approved in writing by an authorized representative of the Dallas County Purchasing Department and/or Commissioners Court.

1.4 Supplier must be regularly engaged in the business of providing Lamps as an authorized dealer, jobber, warehouse retailer or warehouse distributor. In addition, vendor must carry sufficient stock or have immediate access to proposed products as to satisfactorily furnish the County with all its requirements.

1.5 Minimum Order Requirements: Fifty dollars (\$50.00) per order release.

1.6 Dallas County does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are estimates based upon the best available information and may not reflect the actual quantity required during the duration of the contract. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

1.7 Material Safety Data Sheets must be furnished at the time of delivery as specified by the State and Federal regulations.

1.8 Brand names are for reference only. Such identification is intended to be descriptive and is not intended to be restrictive or limit competition. Other products will be considered for award if such products are identified in the bid and are determined by the County to meet its needs. Products substantially equivalent to those designated shall qualify for consideration. Bids on brands other than those listed are subject to approval based on evaluation.

1.9 **Product Discontinuance/Substitution:** Written notification is required to the Dallas County Purchasing Department at 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202 on any and all notice of discontinuance or substitution of product. In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Vendor/Supplier to provide a substitute for the discontinued item or may cancel the contract item. If the Supplier requests permission to substitute a new product, it shall provide the following to the County:

1.9.1 No product or brand substitutions shall be made unless the supplier has obtained written approval and authorization from the Dallas County Purchasing Department.

- 1.9.2 Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.
  - 1.9.3 Documentation confirming that the price for the replacement is the same as or less than the discontinued product. The cost of a substituted item shall be the same or less than the cost of the awarded item.
  - 1.9.4 A sample of the substituted item must be received by Dallas County Purchasing Department and approved by Dallas County. Supplier must have written conformation from Dallas County Purchasing Department of the substitution before making delivery.
  - 1.9.5 Documentation from the manufacturer that the product has been discontinued.
  - 1.9.6 Documentation that names the replacement product.
  - 1.9.7 Any unauthorized substitution shall be picked up by the Supplier within five (5) business days upon notification by Dallas County. Failure to pick-up the product item(s) within the five (5) business day period (unless other arrangement have been approved in advance) will be considered a donation to Dallas County.
- 1.10 Damaged Products: Any item received that is damaged shall either be replaced at no charge or if the customer prefers, be noted on the receiving report and deducted from final payment. Additionally, the supplier will be responsible for shipping costs and arranging for pick-up of any defective returns.
- 1.11 Warranty: The successful supplier must warrant all items furnished to be free from defects in material and workmanship. Upon notice by Dallas County, supplier will promptly within five (5) business days replace without any additional charge to Dallas County any product furnished under this contract that is found not to comply with the product specifications or is defective. Should the supplier not meet this condition, the County shall obtain its requirements on the open market and the supplier shall be obligated to assume excess costs associated with open market purchase.
- 1.12 Ordering Authority: Supplier should understand that any request for purchase of material, goods, or services shall be accompanied by a valid Dallas County Purchase Order Number issued by the Dallas County Purchasing Department.
- 1.13 Delivery Dates: Supplier shall strictly adhere to the delivery dates specified in each purchase order. In the event of any anticipated or actual delay, Supplier shall promptly notify Buyer in writing (letter or e-mail) of the reasons for the delay and the actions being taken to overcome or minimize the delay.
- 1.14 Delivery Hours: All deliveries will be made during normal business hours of 7:00 a.m. – 2:30 p.m., Monday through Friday, excluding County Holidays. Vendor/Supplier will make arrangement with the requesting department before shipment of products to insure County personnel will be available to receive shipment. No empty pallets, shrink wrap, plastic or metal bands, cardboard barriers or shipping materials of any kind are to be left at delivery site.
- 1.15 Shipment must be FOB (Freight on Board) Destination. The term FOB Destination shall mean delivered and un-loaded in house or on-site with all charges for transportation and unloading paid by the awarded vendor/supplier. Delivery shall be made to the location specified on the purchase order. The supplier shall insure the product(s) for all risk of loss or damage. All risk of loss for all item ordered remains the responsibility of the supplier until inside delivery is completed by the supplier. All claims for visible or concealed damage shall be filed by Supplier. The County will notify the awarded Supplier of any damaged goods or products and shall assist the Supplier in arranging for inspection.
- 1.16 Shipping Documents: A packing list or other suitable shipping documents shall accompany each shipment and shall include the following:
- 1.16.1 Name and address of the Vendor/Supplier
  - 1.16.2 Name and address of the County Department
  - 1.16.3 County purchase order number

- 1.16.4 A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

The successful Supplier shall assign an account representative to Dallas County. This representative shall be responsible for but not limited to:

- 1.16.5 Coordinating all orders and shipments
- 1.16.6 Coordinate with using County Departments
- 1.16.7 Provide Dallas County with a quarterly usage report delineating the acquisition activity governed by the Contract if requested.

- 1.18 Payment: Contractor must have valid Dallas County issued purchase order number prior to start or delivery of any products and/or services under this contract. Dallas County payment terms are net 30 days upon delivery and inspection of the products and services covered under this contract.
- 1.19 Invoicing Requirements: Invoicing Requirements: All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to the appropriate County department per the purchase order instructions. All invoices shall include, but not be limited to the following information:
  - 1.19.1 Dallas County Purchase Order Number
  - 1.19.2 Remit to address
  - 1.19.3 Quantity shipped/ordered
  - 1.19.4 Description of material and/or product number
  - 1.19.5 Invoice Date
  - 1.19.6 Delivery location
  - 1.19.7 Unit Price based on the pricing structure stated in the bid proposal
  - 1.19.8 Total Amount Due
  - 1.19.9 Two (2) invoices are required. Invoices shall be sent to the requesting department address stated on the Purchase Order and to the Dallas County Auditor's Office, Attn: Accounts Payable, 509 Main Street, 4<sup>th</sup> Floor, Room 407, Dallas, Texas 75202.
- 1.20 Failure to comply with requirements stated in these specifications will result in the termination of contract due to non-performance.
- 1.21 Award: Dallas County shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price and product evaluation. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the County.

2. Technical Requirements

- 2.1 All products, materials and/or supplies requested by Dallas County must be of the highest quality and must conform to appropriate standards.
- 2.2 All products, materials and/or supplies furnished shall be new and unused.
- 2.3 All products shall be approved for use by Underwriters Laboratories (UL) and have met UL's Standards for Safety.
- 2.4 All products must meet applicable National Electrical Manufacturers Association (NEMA) standards.
- 2.5 All products must meet applicable American National Standard Institute guidelines.

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

Mail/Deliver Sealed Bid to:

Dallas County Purchasing Department  
 509 Main Street, 6<sup>th</sup> Floor, Room 623, Records Bldg.  
 Dallas, Texas 75202

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

Prices shall be submitted on an individual basis in the unit measure indicated herein (i.e. EACH). The request for case quantities of each item is for informational purposes only and Dallas County shall in no way be obligated to purchase these lamps in such case quantities.

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section A Compact Fluorescent Lamps</b>				
1	Lamp, CF13 EL,/Mini twist/1, 13 Watt, Medium Base, Mini twist Bulb,120 Volt Sylvania No. 29376 or equal	600 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
2	Lamp, twister bulb, 18 watt, medium base Philips No. 202861 or equal	600 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
3	Lamp, CF23 EL,/830/MED/1, 23 Watt, Medium Base, T-4 Bulb Sylvania No. 29310 or equal	500 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section A</b>				
<b>Compact Fluorescent Lamps (cont'd)</b>				
4	Lamp, T20/14W Capsule, Medium Base, 14 Watt, Enclosed Technical Consumer Product No. 1T2014	50 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
5	Lamp, CF15 EL/R30/FROST, 15 Watt, 120 volt, Type BR30, Medium Base Reflector Sylvania No. 29352 or equal	30 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
6	Lamp, CF20 EL/BR40, 20 Watt, 120 volt, Type BR40, Medium Base Reflector Sylvania No. 29399 or equal	50 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
7	Lamp, CF5DS/827, 5 Watt, T-4 Bulb, G23 Base, Dulux S Sylvania No. 20325 or equal	100 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section A</b>				
<b>Compact Fluorescent Lamps (cont'd)</b>				
8	Lamp, CF7DS/827, 7 Watt, T-4 Bulb, G23 Base, Dulux S Sylvania No. 20327 or equal	500 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
9	Lamp, CF9DS/827, 9 Watt, T-4 Bulb, G23 Base, Dulux S Sylvania No. 20329 or equal	1000 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
10	Lamp, CF13DS/827, 13 Watt, T-4 Bulb, G23 Base, Dulux S Sylvania No. 20331 or equal	1000 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
11	Lamp, CF26DT/E/IN/827, 26 Watt, T-4 Bulb, GX24 Q-3 Base, Dulux Amalgam Sylvania No. 20879 or equal	100 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section A</b>				
<b>Compact Fluorescent Lamps (cont'd)</b>				
12	Lamp, CF 26DD/E/841, 26 Watt, T-4 Bulb, G24 Q-3 Base, Dulux D, Dimming Sylvania No. 20669 or equal	100 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
13	Lamp, F27BX/SPX35/RS, 27 Watt, 2G11 Base, 4Pin High, Lumen Biax GE No. 16948 or equal	75 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
14	Lamp, CF9DD/827, 9 Watt, T-4 Bulb, G23-2 Base, Dulux D Sylvania No. 20689 or equal	100 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
15	Lamp, CF13DD/827, 13 Watt, T-4 Bulb, G23-2 Base, Dulux D Sylvania No. 20691 or equal	100 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section A</b>				
<b>Compact Fluorescent Lamps (cont'd)</b>				
16	Lamp, F26DBX/ 827, 26 Watt, G24D-3 Base, 2 Pin, Double Biax GE No. 97606 or equal	50 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
17	Lamp, F39BX/SPX35/RS, 39 Watt, 2G11 Base, 4 Pin, High Lumen Biax GE No. 15867 or equal	50 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
18	Lamp, CF32DT/E/IN/827, 32 Watt, GX24Q 3-Base, T-4 Bulb, Dulux 4 Pin Sylvania No. 20883 or equal	50 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
19	Lamp, compact fluorescent, CF42DT/E/IN/841, T-4 bulb, GX24Q-4 base, 42 watt Sylvania No. 20890 or equal	50 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section A</b>				
<b>Compact Fluorescent Lamps (cont'd)</b>				
20	Lamp, compact fluorescent, SP105/41/MOG, mogul screw (E39) base, 105 watts, 120 volts EIKO NO. 81185 or equal	5 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
21	Lamp, compact fluorescent, ET15W/T20/27K, 120 volt, 15 watt, DMT shape, E26 medium screw base Damar No. 06209E or equal	40 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
22	Lamp, compact fluorescent, PL-T18W835/4P/ALTO, 18 watt, GX24q-2 base, PL-T bulb, 82 CRI Philips No. 268201 or equal	120 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
<b>SUB TOTAL – SECTION A</b>				\$ _____

**Section B**  
**Linear Fluorescent Lamps**

23	Lamp, F6T5/CW, 6 Watt, T-5 Bulb, Mini Bipin, Cool White Sylvania No. 20616 or equal	75 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section B</b>				
<b>Linear Fluorescent Lamps (cont'd)</b>				
24	Lamp, F15T8/CW, 15 Watt, T-8 Bulb, Cool White, Med Bi Pin Sylvania No. 21616 or equal	120 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
25	Lamp, F017/741/ECO, 17 Watt, T-8 Bulb, Med Bi Pin, 4100 Kelvins Sylvania No. 21770 or equal	240 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
26	Lamp, FO25/741/ECO, 25 Watt, Med Bi Pin, 4100 Kelvins, T-8 Bulb Sylvania No. 21942 or equal	300 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
27	Lamp, F30T12/CW, 30 Watt, Med Bi Pin, Cool White T-12 Bulb Sylvania No. 23476 or equal	24 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section B</b>				
<b>Linear Fluorescent Lamps (cont'd)</b>				
28	Lamp, FP54T5/841/HO/ECO, 54 Watts T-5 Bulb, Mini Bi Pin, High Output Sylvania No. 20906 or equal	120 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
29	Lamp, FO32/741/ECO, 32 Watts, 4100 Kelvins, Med Bi Pin, T-8 Bulb Sylvania No. 21999 or equal	20,000 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
30	Lamp, FO32/841/ECO, 32 Watts, 82 CRI, 4100 Kelvins, Med Bi Pin, T-8 Bulb Sylvania No. 21781 or equal	2400 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
31	Lamp, FBO32/741/6/ECO, 32 Watts, U Bend 6" Leg Space, T-8 Bulb 4100 Kelvins, Sylvania No. 22052 or equal	1000 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section B</b>				
<b>Linear Fluorescent Lamps (cont'd)</b>				
32	Lamp, F34CW/SS/ECO, 34 Watts, T-12 Bulb Med Bi Pin, 4200 Kelvins, Cool White Sylvania No. 24596 or equal	400 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
33	Lamp, FB34/CW/6/SS/ECO, 34 Watts, U-Bend 6" NEG Space, T-12 Bulb, Med Bi Pin Sylvania No. 24054 or equal	200 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
34	Lamp, FO96/741/HO/ECO, 86 Watt, T-8 Bulb, Recessed DC, 4100 Kelvins Sylvania No. 22205 or equal	300 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			
35	Lamp, FO96/741/ECO, 59 Watt, T-8 Bulb, 4100 Kelvins, Single Pin Sylvania No. 21736 or equal	300 EACH	\$ _____	\$ _____
	Specify Manufacturer: _____			
	Specify Product No./Order Code: _____			
	Specify Quantity Per Case: _____			

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section B</b>				
<b>Linear Fluorescent Lamps (cont'd)</b>				
36	Lamp, F96T12/CW/HO/SS, 110 Watt, 4100 Kelvins, High Output, T-12 Bulb Sylvania No. 25010 or equal	100 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
37	Lamp, F96T12/CW/SS, 60 Watt, Single Pin, Cool White, 4200 Kelvins Sylvania No. 29666 or equal	100 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
38	Lamp, Germicidal, G15T8, 15 Watt, Medium BI-Pin (613), T-8 Bulb, 18" Normal Length Sylvania No. 21612 or equal	100 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
39	Lamp, Germicidal G30T8 , 30 Watt, Medium BI-Pin (613), T-8 Bulb, 36" Normal Length Sylvania No. 23112 or equal	100 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				

ITEM NO.	DESCRIPTION	Estimated Quantity	Unit Price	Extended Price
<b>Section B</b>				
<b>Linear Fluorescent Lamps (cont'd)</b>				
40	Lamp, Germicidal, G30T6, 32 watt, single pin, 27.18 inches Atlantic UV No. G30T6 or equal	6 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
41	Lamp, fluorescent, F32T8/TL741?PLUS/ALTO, 32 watt, 4100 Kelvins, long life, 36,000 rated hours Philips No. 360131 or equal	16,000 EACH	\$ _____	\$ _____
Specify Manufacturer: _____				
Specify Product No./Order Code: _____				
Specify Quantity Per Case: _____				
<b>SUB TOTAL – SECTION B</b>				\$ _____

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

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

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

Specify Prompt/Early Payment Discount Terms (if any): \_\_\_\_\_% \_\_\_\_\_Days. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office. The award of this bid will not be based on prompt/early payment discounts

Please answer the questions listed below:

Is this an all or none bid? Yes \_\_\_\_\_ No \_\_\_\_\_

Specify the delivery timeframe after receipt of valid purchase order : \_\_\_\_\_/days

Specify your company business hours: \_\_\_\_\_

Specify the name, telephone number and email address of the account representative who will be handling and managing this account:  
*Note: It is the responsibility of the awarded bidder to notify Dallas County of any account representative and/or contact person changes.*

Contact Person Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Specify the Alternative (Back-up) Contact Person:**

Contact Person Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Does your firm has a local Warehouse/Distribution Center within Dallas County or the surrounding Counties and are capable of providing the goods listed herein at the time of bid submission? Yes \_\_\_\_\_ No \_\_\_\_\_.

If yes, please provide the name, address, and telephone number of the warehouse/distribution centers below:

1. Warehouse/Distribution Center (Physical Address): \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

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

Toll-Free Telephone Number: \_\_\_\_\_

2. Warehouse/Distribution Center (Physical Address): \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

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

Toll-Free Telephone Number: \_\_\_\_\_

Will Dallas County authorized personnel be allowed to pick-up products from this warehouse/distribution center?

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

Does your firm offer hot-shot service for parts delivery? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, is there a fee or charge for this service? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, what is the fee or charge per delivery? \_\_\_\_\_

Briefly describe your return goods policy for parts: \_\_\_\_\_

Should your firm be awarded this contract, describe what (if any) portion of the bid requirements will be subcontracted out:

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

\*Leaving this area blank will mean the vendor will perform ALL portions of the contract with their own in-house staff.

Does your firm/company have the required insurance coverage stated under SECTION 3 - INSURANCE REQUIREMENTS and agree to comply with these requirements during the duration of this contract? Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

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

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

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

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

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

Dallas County may consider the provision of health insurance coverage for employees in the bid evaluation process (see page 4, paragraph 5). Please complete the information below to assist in this evaluation.

a) Does your company provide health insurance coverage to its employees?

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

b) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of:

90% for employee only coverage? Yes \_\_\_\_\_ No \_\_\_\_\_

65% for family coverage? Yes \_\_\_\_\_ No \_\_\_\_\_

c) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of 75% for employee only coverage and 50% for family coverage?

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

d) If your company provides health insurance coverage to its employees, is the coverage comparable to the services provided by Dallas County as described in the attached summary plan description? (See Attachment - A)

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

e) If your company plans to utilize subcontractors in the fulfillment of this bid, does each of the subcontractors provide health insurance coverage to their employees that compares to Dallas County's health insurance coverage and share in the cost?  
Yes \_\_\_\_\_ No \_\_\_\_\_

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

**Company Profile**

Legal Name of Company/Firm/Business: \_\_\_\_\_

Doing Business As (if applicable): \_\_\_\_\_

Company/Firm/Business Legal Status (check one below):

Sole Proprietorship \_\_\_\_\_ Owner Full Name: \_\_\_\_\_

Corporation \_\_\_\_\_

Limited Liability Corporation \_\_\_\_\_

S Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Limited Liability Partnership \_\_\_\_\_

Joint Venture \_\_\_\_\_

Other (Specify) \_\_\_\_\_

Employer Identification Number (EIN)/Federal Tax Identification Number or Social Security Number: \_\_\_\_\_

Dun & Bradstreet (D-U-N-S) Number: \_\_\_\_\_

What is your company primary type of business: \_\_\_\_\_

How long in business under present name: \_\_\_\_\_

Name of Parent Corporation (if any): \_\_\_\_\_

**For Statistical Gathering Purposes Only:**

Please indicate to Dallas County whether the principal company owner is a: (Please Check One)

[ ] Dallas County Tax Payer

[ ] Other County Tax Payer (Specify): \_\_\_\_\_

Is your company certified through an agency "other than" North Central Texas Regional Certification Agency (NCTRCA)? (Example: Statewide Historically Underutilized Business (HUB) Program, MBE, WBE, DBE, SBA, SBA, Veteran, 8(a))

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

If yes, please provide state the agency name and the applicable certification number below:

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

Registration or Certification Number: \_\_\_\_\_

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

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

Daily Commercial Record

Dallas County Website

Letter from Dallas County Purchasing Department

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

Thank you.

Attachment A

Dallas County Health Plan Summary

Feature	In-Network (Choice Network)
Select a Primary Care Physician	No
Annual Deductible	Does Not Apply
Coinsurance (after copays)	You 10%; Plan 90%; Plan 100% after OOP
Annual Out-of-Pocket Maximum (OOP)	\$2,000 individual/\$4,000 family
Annual Maximum	Unlimited
Physician Services	
Office Visits	\$25 PCP / \$30 Specialist
Hospital Visits	No copay
Urgent Care Visit	\$30 copay
Preventive Care (subject to health care reform rules for billing and when a copay applies)	
Well Child Care (birth to age 17)	No copay
Annual Well-Woman Exam	No copay
Routine Screening Mammography (age 35+)	No copay
Adult Health Assessments (age 18 +)	No copay
Immunizations	No copay
Routine Eye Exam	Refer to VSP Choice Plan
Screening Colonoscopy	No copay
Eyewear, Frames, Contacts	Refer to VSP Choice Plan
Maternity Services	
Prenatal and Postnatal Care – 1 <sup>st</sup> visit only	\$25 PCP / \$30 Specialist
Delivery in Hospital	\$200 copay per day, maximum \$800
Newborn Care in Hospital (Routine)	Included with routine delivery
Inpatient Hospital	\$200 copay per day, maximum \$800
Outpatient Surgery	\$300 copay
Lab & X-ray Outpatient (minor)	No copay in physician office or in-network lab or radiological provider
Hospital Emergency Care Services	\$150 copay – waived if admitted
Skilled Nursing Facility	You 10%; Plan 90%; Plan 100% after OOP up to 60 days annually
Home Health Care	You 10%; Plan 90%; Plan 100% after OOP up to 120 days annually
Allergy Care Services	\$25 PCP / \$30 Specialist
Chiropractic	\$30 copay per visit – maximum 20 visits per year
Infertility Services	You 10%; Plan 90%; Plan 100% after OOP
\$20,000 Lifetime Maximum	(excludes in vitro and drug coverage)
Medical Supply & Equipment (DME)	You 10%; Plan 90%; Plan 100% after OOP
Mental Health Services	
Outpatient Visits	\$25 visit – maximum 20 visits per year
Inpatient	\$200 copay per day, maximum \$800 limits apply to number of days annually
Serious Mental Illness	Treated like any other illness
Substance Abuse	Limited to 3 lifetime episodes of care



DALLAS COUNTY  
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker And Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days of notification of such award, meet all of the insurance requirements in this bid.

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

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

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

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

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

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

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

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

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

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County, meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County reserves the right to cancel the contract for non-performance. If you have any questions concerning these requirements, please contact Mr. Urmit Graham, Interim Risk Manager, Dallas County Human Resource / Civil Service Department at 214-653-7604.

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

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

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

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





## DALLAS COUNTY M/WBE SPECIFICATIONS

Leffie T. Crawford, Minority Business Officer  
Minority & Women Business Enterprises

## MINORITY/WOMAN BUSINESS SPECIFICATIONS

### For Bids/RFPs

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

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

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy
- 2. MBE/WBE Participation Report Form
- 3. A Letter of Assurance A or Letter of Assurance B
- 4. MBE/WBE Identification
- 5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).
- 6. Dallas County M/WBE Payment Report.

#### Note

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

## 1. GOOD FAITH EFFORT

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

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

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

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

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

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

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

## 2. MBE/WBE PARTICIPATION REPORT

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

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

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

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

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

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

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

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

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

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

Printed Name Of Preparer

Signature

Title

Date



5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

<b>NAME OF FIRM:</b>															
<b>5. Section D- EMPLOYMENT DATA</b>															
Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.															
Number of Employees (Report employees in only one category)															
Race/Ethnicity															
Job Categories	Hispanic or Latino		Not-Hispanic or Latino											TOTAL COL. A-N	
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native		Two or more races
	A	B	C	D	E	F	G	H	I	J	K	L	M		N
Executive/Senior Level officials and Managers	1.1														
First/Mid-Level Officials and Managers	1.2														
Professionals	2														
Technicians	3														
Sales Workers	4														
Administrative Support Workers	5														
Craft Workers	6														
Operatives	7														
Laborers and Helpers	8														
Service Workers	9														
TOTAL	10														
PREVIOUS YEAR TOTAL	11														
1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)															
Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)															
Section F- REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information															
Section G- CERTIFICATION															
Check One	1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)												
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.												
Name of Certifying Official					Title					Signature					Date
Name of person to contact regarding this report					Title					Address (Number and Street)					
City and State					Zip Code			Telephone No. (including area code and extension)					Email address		

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001

## 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
<span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>
<span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>
<span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>
<span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>
<span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	<span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>

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

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director     
  Signature of Officer/Director

Date

Dallas County Project Manager     
  Date

## 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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<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 the "Name" line 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									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### **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/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “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/disregarded entity name" line.

## 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/disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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>2</sup>

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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 [IRS.gov](http://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 item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<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 "Business name/disregarded entity" 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. Grantor also must provide a Form W-9 to trustee of trust.

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 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.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# 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