



## 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. 2012-038-5904

Annual Contract for the Installation of Carpet, Tile and Various Floor Covering Services  
(Buyer: McCulloch)

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



<b>PROPOSAL FOR:</b>	Annual Contract for the Installation of Carpet, Tile and Various Floor Covering Services	
<b>BID NO. 2012-038-5904</b>	<b>DUE DATE: February 2, 2012 @ 2:00 p.m.</b>	
<b>FOR FURTHER INFORMATION CALL:</b>	PURCHASING CONTACT: Gloria McCulloch	AT: 214-653-7433 <a href="mailto:gloria.mcculloch@dallascounty.org">gloria.mcculloch@dallascounty.org</a>
<b>PRE-BID CONFERENCE</b>	N/A	

**INSTRUCTIONS TO BIDDERS**

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

Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

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

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

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

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

<b>**NAME AND ADDRESS OF COMPANY/BIDDER:</b>		<b><u>ALL BIDS MUST BE SIGNED PRIOR TO AWARD</u></b>
Company Name (PRINTED):		Name (PRINTED):
Mailing Address:		Title:
		Signature:
City/ State:	ZIP:	E-Mail Address:
Telephone No.		Fax No.:
Federal Taxpayer 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 Taxpayer ID number:** Bidders are to submit the company's "Legal Name" as identified by their Federal Tax Certification certificate. Bidders are to complete the attached Federal Form "W-9" for verification and filing purposes. Dallas County reserves the right to withhold any invoices and/or payments, without penalties, for documents submitted under a different name/billing address than that identified on the proposal document/award court order or contract.

**Annual Contract for the Installation of Carpet, Tile and Various Floor Covering Services**

NOTICE

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

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

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

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

Dallas County is requesting bids for a non-exclusive Annual Contract for the Installation of Carpet, Tile, and Various Floor Covering Services including Repair. Bids must be submitted on the attached bid proposal form by returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – overhead, profit, insurance, benefits, taxes, permits, licenses, fees, labor, service, supervision, management, personnel, technicians, installers, inspection, documentation, forms, supplies, parts, flooring material, tile, cove base, adhesives, repair items, tools, equipment, devices, vacuums, fuel surcharges, mileage, tolls, shipping, transportation, freight, and all other incidental cost associated with this contact are to be included in bid proposal. Service and Installation will be F.O.B.: Dallas County site location.
2. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
  - (a) Name and address of vendor
  - (b) Name and address of receiving department
  - (c) Dallas County Purchase Order number and
  - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.

3. INSURANCE AND BONDING REQUIREMENTS

Liability and Other Insurance Coverage

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

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

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

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

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

- 3.1 Workers Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection.
- 3.2 Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$500,000.00 for each occurrence with a \$500,000.00 Products/Completed Operations Aggregate and a \$500,000 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.

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.
- 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. **Terms of Agreement:** The initial term of the contract is for a twelve (12) month period beginning the date of award. This contract may be renewed for two (2) additional, twelve (12) month periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewals/extensions shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court.
7. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
8. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving a ten (10) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.
9. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.
10. The bid award shall be based on, but not necessarily limited to, the following factors:
- a. Unit Price
  - b. Total Bid Price
  - c. Delivery Date
  - d. Results of Testing Samples
  - e. Special Needs and Requirements of Dallas County
  - f. Dallas County's Experience with Products Bid
  - g. Vendor's Past Performance Record with Dallas County
  - h. Dallas County's Evaluation of Vendor's Ability
  - i. Estimated Costs for Supplies, Maintenance, etc.
  - j. Estimated Surplus Value
  - k. Dallas County reserves the right to award to a primary and secondary vendor.

11. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). **The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202.** A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service/materials) have been (received/performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.
12. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
13. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
14. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
15. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
16. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
17. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County
18. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.  
  
Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.
19. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
21. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
22. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

23. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease- purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.
24. Contractors are **not** officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.
25. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

26. TERMINATION

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

27. Monetary Restitution - In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.
28. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.
29. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.
30. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
31. 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.
32. 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.

33. 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.

34. TWELVE (12) 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.

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

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

Dallas County Purchasing Department  
Gloria McCulloch  
(214) 653-7433 (office)  
(214) 653-7449 (fax)  
[Gloria.McCulloch@dallascounty.org](mailto:Gloria.McCulloch@dallascounty.org)

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

The intent of this Invitation for Bid is to establish a non-exclusive Annual Contract for the Installation of Carpet, Tile, and Various Floor Covering Services including Repair from qualified bidders, as described herein.

## 1. Submission of Questions

All questions regarding this solicitation are to be submitted in writing to Gloria McCulloch, Purchasing Contracts Supervisor with the Dallas County Purchasing Department via e-mail [Gloria.McCulloch@dallascounty.org](mailto:Gloria.McCulloch@dallascounty.org) or by fax (214) 653-7449 or via mail to Dallas County Purchasing, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202. Please reference the solicitation number on all correspondence to Dallas County. Any oral/verbal communication with Dallas County employee(s) concerning this solicitation shall be considered unofficial and non-binding on the Dallas County and shall in no way alter a specification, term or condition of this bid.

The deadline for submission of written questions regarding this bid will be January 24, 2012, 5:00 p.m., Central Time (CT). The official responses to all written communication will be issued in written addendum or posted as general information on the Dallas County Purchasing Department website.

E-mail or fax all questions to [Gloria.McCulloch@dallascounty.org](mailto:Gloria.McCulloch@dallascounty.org) or 214.653.7449. Please reference the bid number in the subject line, company name, and representative name on all correspondence to Dallas County. Only written responses to written communication shall be considered official and binding to Dallas County. Any oral communication shall be considered unofficial and non-binding.

**NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this solicitation will be made available “exclusively” through the Dallas County website for viewing/retrieval. Bidders/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 url:**

**<http://www.dallascounty.org/departments/purchasing/currentbids.php>**

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

1. Go to: <http://www.dallascounty.org>
2. On the top header section click on “Departments” scroll down to locate and click on the Purchasing link
3. You are now at the Purchasing Department website
4. Navigate to the far left hand column to click on “Bidding Opportunities”
5. You can now download any bid, rfp, addendums, and general information documentation available on the website by clicking on the corresponding hyperlink

## 2. General Requirements

- 2.1 Contractor shall furnish all labor, service, supervision, management, personnel, technicians, installers, technical expertise, inspection, reports, documentation, insurance, permits, licenses, supplies, parts, flooring material, tile, cove base, adhesives, repair items, tools, equipment, devices, vacuums, paid all taxes, benefits, fuel surcharges, shipping, transportation, mileages, parking and other ancillary fees, tolls, travel time, freight, and all other overhead cost including incidentals, necessary to perform the scope of services/work and products as described herein.
- 2.2 Dallas County does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract. All services under this contract will be performed on an as needed/as requested basis.
- 2.3 Any verbal communication with Dallas County employee concerning this solicitation is not binding on the 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 Dallas County Purchasing Department and/or Commissioners Court.

- 2.4 Prior to submitting a bid, the contractors shall examine all documents relating to this project and visit the job site to ascertain the nature of the work and the character of the job site. The contractors shall become familiar with the contractual requirements, project limitations, and various aspects of the work, physical conditions and surroundings of the job site. The contractors shall include in their bids a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. By submitting a bid for the project, the contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the project site, contractual requirements, project limitations and the various aspects of this project. Dallas County will not consider any claims for compensation whatsoever on account of the contractors' failure to fully investigate and examine the project requirements and job site conditions as required.
- 2.5 Contractor Experience: Be an established fully operational company regularly engaged in the business of providing floor covering services including carpet, tile, and marble installation, maintenance, and repair services for a minimum of three (3) consecutive years. Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise.
- 2.6 Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations.
- 2.7 Contractor shall maintain a credible work force daily to insure progress of job. Contractor shall employ only skilled personnel, knowledgeable of all phases of carpet, tile, and marble installation, maintenance, and repair services. A superintendent or foreman shall be on the jobsite at all times when work is being performed. Contractor shall supervise all workers including that of all sub-contractors, to insure that it is of the highest grade and according to best standard practice. Where necessary, skilled artisans shall perform all work.
- 2.8 For every trade and for every product the installation and application techniques shall be in strict accordance with the highest quality prescribed by the applicable trade standards and by such specific recommendations of the manufacturer.
- 2.9 Contractor employees or personnel shall not under any circumstances fraternize with employees, residents, building clients, adults or children at the facility
- 2.10 Contractor personnel that are working in County facilities must wear identification badges and/or uniforms with their company logo clearly visible on it. At least one crew member should be able to communicate in English.
- 2.11 Materials, supplies, services and parts requested by Dallas County must be of the highest quality and be consistent with standard commercial practices.
- 2.12 Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
- 2.13 **Service Hours: All services performed under this contract will be conducted after normal business hours and weekends, excluding County Holidays, unless prior arrangement are made in advance and approved with the Project Coordinators.**
- 2.14 Technical and Descriptive Literature: (if applicable): Bidders shall provide upon request the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
- 2.15 Brand name or trade name are for reference only such identification is intended to be descriptive and is not intended to be restrictive or limit competition Other products will be considered for award if such products are identified in the bid and are determined by the County to meet its needs. Products substantially equivalent to those designated shall qualify for consideration. Bids on brands other than those listed are subject to approval based on evaluation.
- 2.16 Contractor shall secure all equipment, tools and related materials while working in the facility (to include employees and residents) against the occurrence of theft, accidents, injuries or damage to any person or property at all times.

- 2.17 Contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the project or work site. Barricades, shelters, lights, caution tape and/or signs shall be placed around all work areas. They shall meet the requirements of applicable building codes or other requirements imposed by the local governing authority. Contractor shall assume the responsibility for maintenance of barriers to completion of project and remove same.
- 2.18 Any damage to existing utilities, building, finished surfaces, equipment, County or public property or improvements, resulting from the performance of this contract shall be repaired to the satisfaction of the Dallas County at the contractor's sole expense. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 2.19 Excess materials, rubbish, garbage, rags, debris, etc., generated from the repair or replacement work services shall be disposed of off-site by the contractor daily at the contractor's own expense. Any material needing removal is to be disposed of off-site in a safe and legal manner. The contractor shall not stockpile debris, rubbish, garbage, excess materials or other unwanted materials on the sidewalk or on the street. Washing of excess materials into the storm drain is prohibited.
- Payment for transportation and disposal of excess materials and removed equipment shall be included in the contract, and no additional compensation shall be made.
- 2.20 Prior to scheduled commencement of the project and associated work, a meeting will be conducted at the project site or other designated site by Facilities Management with the Contractor, Dallas County Project Coordinator, and any other persons directly involved with the performance of the work. No work will commence before consulting with the Dallas County Project Coordinator. The Dallas County Project Coordinator must approve the actual work schedule of the Contractor to insure that no disruption or interferences with the building operation which may result in health hazard or offensive conditions and County business.
- 2.21 Performance Warranty: Contractor shall guarantee all work, equipment and materials included in the service against any defects in workmanship 100%; and shall satisfactorily correct, at no cost to Dallas County (that includes parts, materials, labor, mileage and travel time), any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance by Dallas County. If the vendor is notified in writing and of a deficiency in the work provided within one year from completion of the work, the Contractor shall re-perform the work in question at no additional cost to Dallas County.
- Contractor shall respond to all complaints within two (2) business days from initial call. Failure to do so may result in cancellation of future contracts with Dallas County.
- 2.22 Material Warranty: The warranty period for Contractor provided materials shall be for a period of one (1) year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by Dallas County. The Contractor shall provide the designated Dallas County representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site. This warranty shall not void the Manufacturer's warranty for quality or durability.
- 2.23 Project Acceptance: Within five (5) business days after completion of the project or service work, Contractor shall schedule a meeting and walk through at the actual project job site with the designated Dallas County Project Coordinator. The purpose of the meeting is to inspect all work and services performed in accordance to the bid specifications and requirements. If work, services, performance and/or products are unacceptable, the problem areas will be indicated by the Dallas County Project Coordinator to the Contractor. The Contractor will be required to correct all problem areas immediately. Payment to the Contractor shall be withheld until all work, services, and/or products are deemed acceptable. Acceptance of all work performed under this contract shall be at the sole discretion of Dallas County.
- 2.24 Payment Terms: Dallas County payment terms are Net 30 Days, invoices are to be submitted in arrears. Payment will be authorized for all services covered under this contract upon completion of services in accordance with bid specification requirements and inspection of work performed by Dallas County Project Coordinator or his/her designated representative. Contractor shall physically walk job location site with Project Coordinator for approval of services at completion time. Contractor must have valid purchase order prior to starting any services.

2.25 Invoicing Requirements: All services and/or purchases by Dallas County shall be accompanied by a proper invoice. All invoices shall include, but not be limited to the following information:

- 2.25.1 Dallas County Purchase Order Number
- 2.25.2 Bid Number
- 2.25.3 Remit to address
- 2.25.4 Invoice Date
- 2.25.5 Service and/or Delivery Location Address
- 2.25.6 Date of Service and/or Delivery
- 2.25.7 Description of Services
- 2.25.8 Material used, with an itemized description of all parts, materials and supplies provided
- 2.25.9 Quantity Amount
- 2.25.10 Unit Cost
- 2.25.11 Sub-Contracted Services
- 2.25.12 All pricing on invoices shall be based on the pricing structure stated on bid proposal
- 2.25.13 Total Cost of Services
- 2.25.14 Two (2) invoices and support documentation are to be forwarded to:

Dallas County Facilities Management  
600 Commerce Street, 9<sup>th</sup> Floor  
Dallas, Texas 75202

and

Dallas County Auditor's Office  
Attn: Accounts Payable,  
509 Main Street, 4th Floor, Room 407  
Dallas, Texas 75202  
214.653.6475

2.25.15 Invoices may be returned unpaid to the Contractor when one of the following conditions exists:

- 2.25.15.1 Invoice does not contain all the required information and formatted as requested by Dallas County.
- 2.25.15.2 Price on the invoice does not correspond to the bid price
- 2.25.15.3 The responsibility for providing an acceptable invoice rests with the awarded Vendor. Invoices that require correction(s) shall be resubmitted with a new invoice date.

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

- 2.27 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. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, or lump sum total awards, whichever may be most advantageous to the County.
- 2.28 References: Contractor shall provide with bid a minimum of five (5) customer references for which Contractor has performed similar scope services (size and complexity) specified herein and substantiate that the Contractor has the qualifications and experience to perform the services as outlined in the solicitation. Dallas County reserves the right to contact the references provided. The reference information shall include: company names, contact name, telephone number, type of services provided and date of services (timeframe).

**3. Technical Requirements**

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

- 3.1 Responsible for pick-up carpet and/or carpet tile from the local distributor warehouse and/or Dallas County designated facility at no additional charge.
- 3.2 All services provided performed under this solicitation shall be, unless otherwise stated in the contract, shall be in accordance with federal, state, and local regulation, and ordinances. In addition be in accordance with the methods and procedures of the original manufacturer's, and to the industry's highest standards.
- 3.3 Contractor shall complete all work in a neat and workmanlike manner, to the satisfaction of the County.
- 3.4 Contractor shall perform complete floor covering operation/installation including floor preparation, standard leveling, laying, trimming, seaming, stretching, tucking, rolling, etc. all in strict accordance with manufacturer's recommendations and instructions.
- 3.5 Contractor agrees to attend a pre-construction familiarization tour, with the responsible Dallas County employee at work sites prior to the start-up of all and every repair or replacement project falling within and under this contract.
- 3.6 Contractor shall field measure, inspect all dimensions, and examine existing conditions at each project job installation site.
- 3.7 Contractor shall inspect all sub-floors, and/or base floors prior to beginning any project.
- 3.8 Contractor shall immediately notify Dallas County if asbestos is identified in the work area. Asbestos abatement is not allowed under this contract.
- 3.9 Contractor shall immediately notify Dallas County if asbestos is identified in the work area. Asbestos abatement **is not** allowed under this contract.
- 3.10 Provide a written price proposals based on the pricing structured set forth in the bid proposal. The written price proposal shall include the following information:
  - 3.10.1 Brief Description of Scope of Services
  - 3.10.2 Installation Locations (Building Physical Address, Room and Floor Number)
  - 3.10.3 Type of Flooring Being Installed
  - 3.10.4 Type of Product Being Installed (if other than carpet and/or tile)
  - 3.10.5 Total Square Footage and/or Yards
  - 3.10.6 Additional Floor Preparation Charges

- 3.10.7 Proposed Installation Date Schedule
- 3.10.8 Unit Price of Services and/or Products
- 3.10.9 Total Cost
- 3.11 Floor Preparation
  - 3.11.1 Remove all existing flooring, old materials such as molding, trim pieces, tile, base, reducing or transition strips, carpet and stair treads and properly disposed of from each job location prior to installation of new material.
  - 3.11.2 Floor preparation shall include reasonable patching of the floor.
  - 3.11.3 Sub-floor, and/or base floor, shall be clean, and free from moisture, grease, wax, paint, scrape up cementitious, or other foreign substances from surfaces.
  - 3.11.4 Remove coatings to include curing compounds and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil or silicone, by using terrazzo or concrete grinder, drum sander or a polishing machine equipped with a heavy duty wire brush.
  - 3.11.5 All cracks, holes, and flooring irregularities must be repaired to ensure proper leveling, smooth, finished appearance and prevent accelerated wear. Patching compounds must be suitable for the use application. Concrete must be cured, clean and dry. Cracks, chips, holes, depressions, rough areas, and joints must be properly patched, repaired, and filled with recommended manufacturer fillers and/or adhesives.
  - 3.11.6 Prepare concrete, stripwood, plywood, old wood, and/or terrazzo/ceramic sub-floors, and/or base floors in accordance with manufacturer's instructions.
  - 3.11.7 Adhesives shall be non-toxic, non-flammable, releasable and able to provide a water and alkali-resistant barrier. Adhesives shall provide 100% coverage in compliance with ADA rules.
  - 3.11.8 Primers and sealers be used shall comply with manufacturer's instructions.
  - 3.11.9 Materials used in sub-floor, and/or base floor, preparation and repair shall be recommended by the manufacturer and shall be chemically and physically compatible with the system being installed.
  - 3.11.10 Apply concrete slab primer, if recommended by manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions. All ridges or other uneven surface shall be ground smooth; chalky surface shall be primed.
  - 3.11.11 Plywood sub-floors, and/or base floors shall meet the current applicable standards of the American Plywood Association's (APA) Construction Guide for commercial projects.
  - 3.11.12 Wood Floors Surface: Knot holes, cracks wider than 1/8" and holes larger than 1/4" diameter shall be filled with crack filler as specified for this application. All ridges or uneven surfaces shall be planed, scarped or sanded smooth.
  - 3.11.13 Wood underlayment and sub-floors shall be screwed down where loose.
  - 3.11.14 Rotted, broken or otherwise unsatisfactory wood sub floor and all other defective materials shall be removed and replaced new.
  - 3.11.15 Undercut wood door bottoms as required to allow clear door swing over new carpet and/or tile.

## 3.12 Installation Requirements

- 3.12.1 Responsible for the removal and re-installation of all furniture including fixtures from area to be serviced.
- 3.12.2 All flooring shall be installed in accordance with manufacturer installation guidelines and accepted best practices, with no exceptions.
- 3.12.3 Glue-down installation (Carpet): Apply adhesive uniformly, to comply with manufacturer's instructions. Butt carpet edges tightly to form seams with no gaps. Roll entire area lightly to eliminate air pockets and ensure uniform bond. Carpets must be installed with adequate adhesive so no wrinkles, buckles, or zippering appears and no seams fail. Properly remove excess adhesive from carpet by approved methods.
- 3.12.4 Install flooring using method indicated in strict compliance with manufacturer's recommendations. Extend flooring into toe spaces, door reveals and closets and all similar openings.
- 3.12.5 Install new floor covering, cove base and/or molding, trim pieces, door(s) and threshold accurately in place, true and no distortions. Include as part of the work of this contract repairing of seams and joints if required after installation is completed
- 3.12.6 Shall scribe, cut and fit carpet/tiles butt tightly to vertical services, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds and nosing. Doorstops shall be replaced on top of carpet/tile unless approval is given by Dallas County in writing to cut around them.
- 3.12.7 Ensure that, carpet edges are protected and covered with appropriate molding at the transition between carpet and other floor coverings. Seam sealer must be applied to the edge of the carpet at the transition area.
- 3.12.8 Tightly cement flooring to sub base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand-roll flooring to assure adhesion.
- 3.12.9 Apply wall base to walls, casework and other permanent fixtures in rooms or areas where base is required. Install base in length as long as practicable, with preformed substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.
- 3.12.10 Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring that would otherwise be exposed, at all changes in floor finish.
- 3.12.11 Extend carpet, marble and tiles into toe spaces, door reveals, closets and similar openings.
- 3.12.12 Shall **not** install carpet, tile or marbles on covers for telephone and electrical ducts, or similar items occurring within finished floor areas, unless instructed to do so by Dallas County. Overall continuity of color and pattern shall be maintained with pieces of flooring installed on these covers. Contractor shall tightly adhere edges to perimeter of floor around covers and to covers.
- 3.12.13 Installed carpet shall be free of runs, spots, adhesive, dirt or soil.
- 3.12.14 Installed VCT, SVT, Marble, Porcelain/Ceramic, or other types of tile shall be free of spots, dirt or soil and be without chips, breaks or cracks.
- 3.12.15 Shall guarantee installation to hold firmly and tightly in place without seam openings, wrinkling, creeping, edge loosening or seam raveling.
- 3.12.16 Furnish all the necessary adhesives, primers, sealers, patching compound, hardware, material, supplies, parts, equipment, tools, and incidentals.
- 3.12.17 Remove all dust, dirt, debris, and non compatible adhesive must be removed before installation begins. Existing adhesives must be totally removed bond properly with the concrete, this will require shot or bead blasting to remove the old adhesives and have a suitable surface for bonding.

- 3.12.18 Removal of all old materials such as carpet, tile, base, reducing or transition strips, stair treads, and related items in the area to be serviced.
- 3.12.19 Floor leveling and removal of adhesive where needed.
- 3.12.20 Any other duty required to leave the work area in an aesthetically pleasing and sanitary condition.
- 3.12.21 Complete cleanup, including thorough vacuuming, of work areas after carpet or tile installation and /or repair areas.
- 3.12.22 Maintenance Instructions: Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated traffic and use conditions. Include precautions against materials and methods which may be detrimental to finishes and performance.
- 3.12.23 Replacement Material: After completion of work, Contractor shall deliver not less than 2% of the total quantity installed to Dallas County for use in future patching. Furnish replacement materials from same production run as materials installed. Package replacement materials with protective covering, identified with appropriate labels.
- 3.13 All carpet shall be completely vacuumed after installation. Soiled spots or excessive adhesive on carpet shall be removed. Loose pieces of face yarn shall be trimmed.
- 3.14 Removal Services: Where no flooring is to be reinstalled or other flooring finish is provided, floors shall be free of debris, exposed nails or tack strips, and clean.
- 3.15 Product Specification Requirements:
  - 3.15.1 Vinyl Composition Floor Tile (VCT) - products shall comply with ASTM F 1066 and shall be Composition 1 (non-asbestos formulated), Class 2 (through pattern tile), smooth surface, 1/8" thick and 12" x 12". Color and pattern shall be selected by Dallas County. Brand: Mannington, Congolian – Tin, Armstrong World Industires, Inc. – Imperial Texture, Tarkett, Inc. – Basic structures; Classics; Keystones, Azrock – Standard Tile or approved equal.
  - 3.15.2 Solid Vinyl Tile (SVT) – shall comply with standard specification ASTM F 1700. Floor tile shall meet fire test requirements of ASTM E648 (NFPA 253), Critical Radiant Flux (CRF) of .045" or more and flame spread rating (ASTM E662) of less than .450". SVT shall have a smooth surface, be 1/8" thick and 12" x 12" and be slip resistant. Color and pattern shall be selected by Dallas County. Brand: Mannington, Congolian, Armstrong World Industires, Inc. or approved equal.
  - 3.15.3 Ceramic/Porcelain Tile - shall comply with standard grade requirements of ANSI A137.1, Unglazed, 5/16" thick, 12" x 12", Wear Rating: Class IV. Color selection and pattern shall be selected by Dallas County.
  - 3.15.4 Vinyl or Rubber Cove Base – shall comply with standard specification F1861, Type I, coil or 4' pieces, 4" and 6" height, 0.08" thickness, matte finish and standard topset cove. Color selection from full range of neutral, primary and pastel colors shall be provided. Color shall be selected by Dallas County Brand: Afco Rubber Corp.; Burke Flooring Products, Div. of Burke Products, Inc.; Flexco Div., Textile Rubber Co., Inc.; Johnson Rubber Co. or approved equal.
  - 3.15.5 Stair Tread - shall comply with ASTM F 2169 for resilient stair treads and American with Disabilities Act (ADA) regulations and meet flammability requirements of the National Fire Protection Association Life Safety Code 101. Each step shall have one (1) solid piece of stair tread. Vinyl or rubber stair tread shall be installed with rubber and vinyl stair tread adhesive per stair tread manufacturer's instructions to include epoxy caulk on edges.
  - 3.15.6 Adhesive (Carpet): shall be water-resistant, mildew-resistant, non-staining type to suit products and sub floor conditions indicated, that complies with flammability requirements for installed carpet and as recommended by carpet manufacturer for direct glue down application.

- 3.15.7 Adhesives (Tile) shall be water resistant type to accommodate resilient floor tile products and substrate conditions. All adhesive shall be approved by the manufacturer of the material being installed.
- 3.15.8 Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided by or recommended by flooring manufacturer.
- 3.15.9 Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
- 3.15.10 Vinyl reducer and carpet edge shall be nonmetallic and ADA approved.
- 3.15.11 Transition Strips: Wall base manufacturer's standard products, low profile rubber with metal attachment strip.
- 3.15.12 Grout – shall conform to requirements of Tile Council of America, Inc. Grout for tile shall be dry-set type, with additives providing water retentively, and be installed as specified in ANSI A108.10. Grout color shall be selected from manufacturer's standard color lines.
- 3.15.13 Portland Cement – shall conform to ASTM C150, Type 1 Gray or White.
- 3.15.14 Aggregate Sand shall be clean and graded in accordance with ASTM C144 for mortar or for grout as required.

#### **4. Dallas County Responsibilities**

- 4.1 Coordinate and schedule all installation and repair projects with awarded Contractor.
- 4.2 Furnish and provide awarded Contractor all carpet and carpet tile for each carpet replacement and/or repair project (only), Contractor shall be responsible for the remaining products, material, supplies, parts, incidentals, tools, equipment, etc., required to complete the project in professional manner in accordance with manufacturer installation requirements.
- 4.3 The carpet furnished by Dallas County to the awarded Contractor are manufactured by:
  - 4.3.1 Broadloom Commercial Carpet Rolls - 12" width
    - 1) Mannington Commercial – 26 oz. Centerfield III Series
    - 2) The Mohawk Group – Lees 26 oz. Facility IV
  - 4.3.2 Broadloom Modular Carpet Tiles - 24 x 24
    - 1) Mannington Commercial – 26 oz. Centerfield III Series
    - 2) The Mohawk Group – Lees 26 oz. Facility IV
- 4.4 Furnish and provide replacement porcelain/ceramic tile, terrazzo tile, and/or marble for repair and patch projects. Contractor shall be responsible for the remaining products, material, supplies, parts, incidentals, tools, equipment, etc., required to complete the project in professional manner in accordance with manufacturer installation requirements.

#### **5. Shipment, Delivery and Storage**

- 5.1 Shipment must be FOB (Freight on Board) Destination. The term FOB Destination shall mean delivered and un-loaded in house or on-site with all charges for transportation and unloading paid by the Contractor. Delivery shall be made to the location specified on the purchase order. During the period any hardware is in transit, up to the time inside delivery or required installation is complete, the contractor shall insure the product(s) for all risk of loss or damage. All risk of loss for all item ordered remains the responsibility of the Contractor until inside delivery and installation is completed by the Contractor.
- 5.2 Deliver materials to project job site in original factory wrappings and containers, clearly labeled with identification of manufacturer, brand name, quality or grade, fire hazard classification, and lot number. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, and humidity; lay flat, blocked off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.
- 5.3 Comply with instructions and recommendations of manufacturer for special delivery, storage, and handling requirements.

- 5.4 Contractor shall be responsible for the safety and preservation of all equipment, product, materials and supplies as ordered for this project, until final inspection of the work and acceptance thereof by the County. In the event such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, Contractor shall replace same without cost to County.
- 5.5 No stored material may be located in any area which interferes with the operations of the normal building functions and/or unreasonably encumbers the site. Dallas County will not be responsible for lost, stolen or damaged property as a result of storage.
- 5.6 Materials shall not be delivered to site until contractor is prepared to start project.

**6. Project Coordinator**

The designated Project Coordinator for this contract is:  
Paul Wright, Facilities Management  
214.653.6722

The Project Coordinator or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the bid is formally approved and awarded by the Dallas County Commissioners Court. Contractor will work under the direction of the Project Coordinator or the designated County representative throughout the duration of the contract.

- 6.1 The Project Coordinator responsibilities include, but are not limited to:
  - 6.1.1 Monitoring the Contractor's progress and performance as well as ensuring services conform to established specification requirements.
  - 6.1.2 Decide all questions that may arise as to the quality and acceptability of any work or services performed under this contract in accordance to the specification set forth in the bid specification requirements. If, in the opinion of the Project Coordinator or his/her designated representative, the performance becomes unsatisfactory, the County shall notify the contractor of such and the contractor shall make acceptable such performance at no additional cost to the County.
  - 6.1.3 Approve and authorize payments for completed services in accordance to general and technical specification requirements.
  - 6.1.4 Meet with the Contractor as needed to review progress, discuss problems, and consider necessary action.
  - 6.1.5 Identifying a breach of contract by assessing the difference between contract performance and nonperformance and notifying Purchasing staff of deficiencies.

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

Mail/Deliver Sealed Bid to: Dallas County Purchasing Department  
Records Building  
509 Main Street, 6th Floor, Room 623  
Dallas, Texas 75202

*Dallas County is not responsible for delays in the delivery of mail by the U.S. Postal Services, FedEx, UPS, private couriers, or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the Dallas County Purchasing Department, 509 Main Street, 6<sup>th</sup> Floor, Room 623, Dallas, Texas, by the designated date and hour indicated on the Instructions to Bidders Cover Page and/or addendum (when applicable)*

**Bids should be submitted in sealed packaging, marked and addressed as directed. Bids, which are received by fax, email, transmittal, email, or any other type electronic transmittal method, will not be accepted for consideration.**

Description	Estimated Annual Quantity	Unit Cost	Extension
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**Note: The quantities indicated below are for bid evaluation purposes only and may not reflect the actual service hours required during the duration of the contract.**

**Section A: Installation of New Broadloom 12' Roll Carpet Only**

**Installation Method: Installation – Direct Glue Down**

**Price to include labor, material, supplies, removal and disposal of existing flooring , furniture moving, installation including floor and preparation, adhesives, standard leveling, laying, trimming, seaming, stretching, tucking, rolling, transition strip, reducer, carpet edge, etc., all in strict accordance with manufacturer's recommendations and instructions . (See Technical Requirements to more detail requirements) **Carpet to be provided/furnished by: Dallas County (Do not include the cost of carpet in your installation price).****

1.	Installation of New Broadloom Carpet with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) No Existing Carpet or Vinyl Composition Tile (VCT)	300 square yards	\$_____/square yard \$_____
2.	Installation of New Broadloom Carpet with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing glue down carpet	2,000 square yards	\$_____/square yard \$_____
3.	Installation of New Broadloom Carpet with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)	400 square yards	\$_____/square yard \$_____

Description	Estimated Annual Quantity	Unit Cost	Extension
<b>Section A: Installation of New Broadloom 12' Roll Carpet Only (Continue)</b>			
4. Installation of New Broadloom Carpet with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) Removal and Disposal of existing Vinyl Composition Tile (VCT)	150 square yards	\$_____/square yard \$_____	
5. Installation of New Broadloom Carpet with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) Removal and Disposal of existing glue down carpet	150 square yards	\$_____/square yard \$_____	
6. Installation of New Broadloom Carpet with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing glue down carpet	3,000 square yards	\$_____/square yard \$_____	
7. Installation of New Broadloom Carpet with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)	50 square yards	\$_____/square yard \$_____	

Description	Estimated Annual Quantity	Unit Cost	Extension
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**Section B: Installation of New Broadloom Modular Carpet Tile Only**

**Installation Method: Installation – Direct Glue Down**

**Price to include labor, material, supplies, removal and disposal of existing flooring , furniture moving, installation including floor and base preparation, adhesives, standard leveling, laying, trimming, seaming, stretching, tucking, rolling, transition strip, reducer, etc., all in strict accordance with manufacturer's recommendations and instructions . (See Technical Requirements to more detail requirements) **Carpet to be provided/furnished by: Dallas County (Do not include the cost of carpet in your installation price).****

<p>8. Installation of New Broadloom Modular Carpet Tile 24 x 24 with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) No Existing Carpet or Vinyl Composition Tile (VCT)</p>	100 square yards	\$_____/square yard \$_____	
<p>9. Installation of New Broadloom Modular Carpet Tile 24 x 24 with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing glue down carpet</p>	50 square yards	\$_____/square yard \$_____	
<p>10. Installation of New Broadloom Modular Carpet Tile 24 x 24 with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)</p>	50 square yards	\$_____/square yard \$_____	
<p>11. Installation of New Broadloom Modular Carpet Tile 24 x 24 with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing glue down carpet</p>	50 square yards	\$_____/square yard \$_____	
<p>12. Installation of New Broadloom Modular Carpet Tile 24 x 24 with 4” Cove Base (Carpet only to be furnished by Dallas County) Installation Method: Direct Glue Down Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)</p>	50 square yards	\$_____/square yard \$_____	

Description	Estimated Annual Quantity	Unit Cost	Extension
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**Section C: Vinyl Composition Floor Tile (VCT), Solid Vinyl Tile (SVT), and Ceramic/Porcelain Tile**  
**Price to include labor, tile, material, supplies, removal and disposal of existing flooring , furniture moving, installation including floor and base preparation, adhesive, grout, standard leveling, laying, trimming, transition strip, reducer, etc., all in strict accordance with manufacturer's recommendations and instructions . (See Technical Requirements to more detail requirements)**

13. Furnish and Install New VCT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) No Existing Carpet or Vinyl Composition Tile (VCT)	1,000 square feet	\$_____/sq. ft.	\$_____
14. Furnish and Install New VCT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)	12,000 square feet	\$_____/sq. ft.	\$_____
15. Furnish and Install New VCT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)	100 square feet	\$_____/sq. ft.	\$_____
16. Furnish and Install New VCT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing glue down carpet	3,000 square feet	\$_____/sq. ft.	\$_____
17. Furnish and Install New VCT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing glue down carpet	3,000 square feet	\$_____/sq. ft.	\$_____
18. Furnish and Install New VCT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) Removal and Disposal of existing Vinyl Composition Tile (VCT)	500 square feet	\$_____/sq. ft.	\$_____
19. Furnish and Install New VCT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) Removal and Disposal of existing glue down carpet	500 square feet	\$_____/sq. ft.	\$_____

Description	Estimated Annual Quantity	Unit Cost	Extension
<b>Section C: Vinyl Composition Floor Tile (VCT), Solid Vinyl Tile (SVT) and Ceramic/Porcelain Tile (Continue)</b>			
20. Furnish and Install New SVT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) No Existing Carpet or Vinyl Composition Tile (VCT)	100 square feet	\$_____/sq. ft.	\$_____
21. Furnish and Install New SVT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)	50 square feet	\$_____/sq. ft.	\$_____
22. Furnish and Install New SVT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing Vinyl Composition Tile (VCT)	50 square feet	\$_____/sq. ft.	\$_____
23. Furnish and Install New SVT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture Removal and Disposal of existing glue down carpet	50 square feet	\$_____/sq. ft.	\$_____
24. Furnish and Install New SVT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture Removal and Disposal of existing glue down carpet	100 square feet	\$_____/sq. ft.	\$_____
25. Furnish and Install New SVT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) Removal and Disposal of existing Vinyl Composition Tile (VCT)	50 square feet	\$_____/sq. ft.	\$_____
26. Furnish and Install New SVT with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) Removal and Disposal of existing glue down carpet	50 square feet	\$_____/sq. ft.	\$_____
27. Furnish and Install New Ceramic/Porcelain Tile with 4" Cove Base Standard floor and base preparation in accordance to manufacture requirements Furniture Moving: No (None) No Existing Carpet or Vinyl Composition Tile (VCT)	100 square feet	\$_____/sq. ft.	\$_____

Description	Estimated Annual Quantity	Unit Cost	Extension
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**Section C: Vinyl Composition Floor Tile (VCT), Solid Vinyl Tile (SVT) and Ceramic/Porcelain Tile (Continue)**

28. Furnish and Install New 1,500 square feet \$\_\_\_\_\_/sq. ft. \$\_\_\_\_\_  
 Ceramic/Porcelain Tile with 4” Cove Base  
 Standard floor and base preparation in accordance to manufacture requirements  
 Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture  
 Removal and Disposal of existing Vinyl Composition Tile (VCT)

Specify Additional Charge per Square Feet (if any) for Removal and Disposal of Ceramic/Porcelain Tile in lieu of VCT: \$\_\_\_\_\_/sq. ft

29. Furnish and Install New 100 square feet \$\_\_\_\_\_/sq. ft. \$\_\_\_\_\_  
 Ceramic/Porcelain Tile with 4” Cove Base  
 Standard floor and base preparation in accordance to manufacture requirements  
 Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture  
 Removal and Disposal of existing Vinyl Composition Tile (VCT)

Specify Additional Charge per Square Feet (if any) for Removal and Disposal of Ceramic/Porcelain Tile in lieu of VCT: \$\_\_\_\_\_/sq. ft

30. Furnish and Install New 500 square feet \$\_\_\_\_\_/sq. ft. \$\_\_\_\_\_  
 Ceramic/Porcelain Tile with 4” Cove Base  
 Standard floor and base preparation in accordance to manufacture requirements  
 Furniture Moving: Yes - Removal and Replacement of area with Nominal Office Furniture  
 Removal and Disposal of existing glue down carpet

31. Furnish and Install New 500 square feet \$\_\_\_\_\_/sq. ft. \$\_\_\_\_\_  
 Ceramic/Porcelain Tile with 4” Cove Base  
 Standard floor and base preparation in accordance to manufacture requirements  
 Furniture Moving: Yes - Removal and Replacement of area with Heavy Office Furniture  
 Removal and Disposal of existing glue down carpet

32. Furnish and Install New 100 square feet \$\_\_\_\_\_/sq. ft. \$\_\_\_\_\_  
 Ceramic/Porcelain Tile with 4” Cove Base  
 Standard floor and base preparation in accordance to manufacture requirements  
 Furniture Moving: No (None)  
 Removal and Disposal of existing Vinyl Composition Tile (VCT)

Specify Additional Charge per Square Feet (if any) for Removal and Disposal of Ceramic/Porcelain Tile in lieu of VCT: \$\_\_\_\_\_/sq. ft

33. Furnish and Install New 100 square feet \$\_\_\_\_\_/sq. ft. \$\_\_\_\_\_  
 Ceramic/Porcelain Tile with 4” Cove Base  
 Standard floor and base preparation in accordance to manufacture requirements  
 Furniture Moving: No (None)  
 Removal and Disposal of existing glue down carpet

Manufacturer Brand and Series of the VCT Being Proposed:\_\_\_\_\_

Manufacturer Brand and Series of the SVT Being Proposed:\_\_\_\_\_

Manufacturer Brand and Series of the Ceramic/Porcelain Tile Being Proposed:\_\_\_\_\_

Description	Estimated Annual Quantity	Unit Cost	Extension
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**Section D: Miscellaneous and Repair Services - To be performed as needed/as requested by Dallas County**  
**Pricing should include the cost of all labor, preparation, materials, supplies, parts, tools, equipment, etc. required to complete job, unless otherwise stated.**

34. Additional Floor Preparation Work (outside standard prep work for carpet and tile)  
 Price to include all material and labor required to install  
 Type: Skim Coat or Feather Finish and covering old adhesives and ridges to provide a smooth and flat surface.  
 Ardex Feather Finish, Chemrex or approved equal

50 bags \$ \_\_\_\_\_/bag \$ \_\_\_\_\_

Manufacturer Brand and Series Being Proposed: \_\_\_\_\_

35. Additional Floor Preparation Work (outside standard prep work for carpet and tile installation)  
 Price to include all material and labor required to install  
 Type: Floating Self Leveling, skimming and covering old adhesives and ridges to provide a smooth and flat surface.  
 Ardex Self Leveling, Chemrex or approved equal

50 bags \$ \_\_\_\_\_/bag \$ \_\_\_\_\_

Manufacturer Brand and Series Being Proposed: \_\_\_\_\_

36. Additional Floor Preparation Work  
 Installation of New Sub-Floor (as needed)  
 Grade C or better  
 Type: 1/4" Plywood sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Type: 3/8" Plywood sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Type: 1/2" Plywood sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Type: 3/4" Plywood sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Price to include all material, prep work, removal of existing sub-floor and labor required to install

37. Additional Floor Preparation Work  
 Installation of New Sub-Floor (as needed)  
 Type: 1/4" Concrete backer board sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Type: 3/8" Concrete backer board sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Type: 1/2" Concrete backer board sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Type: 3/4" Concrete backer board sub-floors 5 each \$ \_\_\_\_\_/each \$ \_\_\_\_\_  
 Price to include all material, prep work, removal of existing sub-floor and labor required to install

Manufacturer Brand and Series Being Proposed for the Concrete Backer Board: \_\_\_\_\_

38. New 4" Cove Base Only 1,000 linear feet \$ \_\_\_\_\_/lin. ft. \$ \_\_\_\_\_  
 Price to include all labor, material, supplies, and prep work required to install

Manufacturer Brand and Series Being Proposed: \_\_\_\_\_

39. New 6" Cove Base Only 100 linear feet \$ \_\_\_\_\_/lin. ft. \$ \_\_\_\_\_  
 Price to include all labor, material, supplies, and prep work required to install

Manufacturer Brand and Series Being Proposed: \_\_\_\_\_

Description	Estimated Annual Quantity	Unit Cost	Extension
<b>Section D: Miscellaneous and Repair Services (Continue)</b>			
40. Additional Charge (if any) for Diamond, Circle or Curve Pattern Design on VCT and SVT Tiles	\$ _____/sq. ft.		
41. Additional Charge (if any) for Diamond, Circle or Curve Pattern Design on Ceramic/Porcelain Tile	\$ _____/sq. ft.		
42. New Vinyl Reducer only Price to include all labor, material, supplies, and prep work required to install	\$ _____/linear feet		
Manufacturer Brand and Series Being Proposed: _____			
43. New Transition Strips only Price to include all labor, material, supplies, and prep work required to install	\$ _____/linear feet		
Manufacturer Brand and Series Being Proposed: _____			
44. New Carpet Edge only Price to include all labor, material, supplies, and prep work required to install	\$ _____/linear feet		
Manufacturer Brand and Series Being Proposed: _____			
45. New Stair Nosing only Price to include all labor, material, supplies, and prep work required to install	\$ _____/linear feet		
Manufacturer Brand and Series Being Proposed: _____			
46. New Vinyl Stair Treads at least 12 – 1/4” deep only Price to include all labor, material, supplies, and prep work required to install	\$ _____/linear feet		
Manufacturer Brand and Series Being Proposed: _____			
47. New Rubber Stair Treads at least 12 – 1/4” deep only: Price to include all labor, material, supplies, and prep work required to install	\$ _____/linear feet.		
Manufacturer Brand and Series Being Proposed: _____			
48. Carpet Stretching Price to include all labor, material, supplies, and prep work required to perform these services	\$ _____/sq. yd.		
49. Replace Carpet Only Price to include all labor, material, supplies, and prep work required to perform these services (Note: Carpet to be furnished by Dallas County)	\$ _____/sq. yd.		

**Section D: Miscellaneous and Repair Services (Continue)**

- 50. Repair/Replace Marble Tile Only \$ \_\_\_\_\_/sq. ft.  
Price to include all labor, material, supplies,  
and prep work required to perform these services  
(Note: Marble Tile to be furnished by Dallas County)
- 51. Repair/Replace Terrazzo Tile Only \$ \_\_\_\_\_/sq. ft.  
Price to include all labor, material, supplies,  
and prep work required to perform these services  
(Note: Terrazzo Tile to be furnished by Dallas County)
- 52. Removal of existing vinyl tile flooring, base, reducer strips,  
transition strips and stair tread (only) . \$ \_\_\_\_\_/sq. ft.
- 53. Removal of existing carpet, base, reducer strips  
transition strips and stair tread (only). \$ \_\_\_\_\_/sq. yd.
- 54. Disassembly and Reassembly of Modular Furniture 50 hours \$ \_\_\_\_\_/ hr. \$ \_\_\_\_\_
- 55. Labor Rate for Removal and Replacement  
Of Office and/or Classroom Furniture Only 50 hours \$ \_\_\_\_\_/ hr. \$ \_\_\_\_\_
- 56. Labor Rate for Floor Covering Services  
not specified under this contract 50 hours \$ \_\_\_\_\_/ hr. \$ \_\_\_\_\_
- 57. Minimum Service Charge for any Flooring Service \$ \_\_\_\_\_  
**Note: Dallas County will pay the minimum service  
charge fee or unit price for each service request  
whichever is greater (but not both)**  
Estimated Quantity: 150

58. **Parts, Supplies and Materials – Markup:** Only applicable to parts, supplies and materials not specified under this contract and not part of standard floor preparation and installation services in accordance manufacturer guidelines as stated in the bid requirements. No other additional costs and/or surcharges of any kind will be allowed.

Total Estimated Dollar Amount: \$2,000.00

**Contractor Cost plus + Mark-up (to include overhead and profit):** \_\_\_\_\_/%

Note: A copy of the actual Contractor’s invoice(s) from his/her supplier for such parts, supplies and materials shall e submitted with the Contractor’s invoice for payment no other additional cost and/or surcharges of any kind will be allowed. Failure to provide the required documentations will result in non-payment and/or delay payment. All freight/transportation charges (when applicable) associated with this category will be treated as pass thru cost with no mark-up. No additional costs of any kind will be allowed.

59. **Subcontractor Services (Services performed by third party on behalf the awarded Contractor).**  
**Note: Double billing is not allowed for the same services in connection with the project.**

Total Estimated Dollar Amount: \$2,000.00

**Subcontracted Services Cost plus + Mark-up (to include overhead and profit):** \_\_\_\_\_/%

Note: A copy of the actual Contractor’s invoice(s) from the authorized/approved subcontractor must be submitted with the awarded Contractor’s invoice for payment. Failure to provide the required documentations will result in non-payment and/or delay payment. No additional costs of any kind will be allowed. Dallas County will not pay for duplication of services under this category.

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

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

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

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

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. However, offered discounts will be taken if payment is made within the discount period.

**Please answer the questions listed below**

**Product Information - Refer to Section 3.15 for detail specification requirements**

Trowelable Leveling and Patching Compounds - Specify Manufacturer/Brand/Series Being Proposed:

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Concrete Slab Primer - Specify Manufacturer/Brand/Series Being Proposed: \_\_\_\_\_

Grout - Specify Manufacturer/Brand/Series Being Proposed: \_\_\_\_\_

Portland Cement - Specify Manufacturer/Brand/Series Being Proposed: \_\_\_\_\_

Aggregate Sand - Specify Manufacturer/Brand/Series Being Proposed: \_\_\_\_\_

Did your company check Dallas County website (<http://www.dallascounty.org/department/purchasing/currentbids.html>) for any addendums, updates, and/or changes to the bid solicitation? Yes \_\_\_\_\_ No \_\_\_\_\_

Reference Information Enclosed? Yes \_\_\_\_\_ No \_\_\_\_\_

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/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 5, paragraph 5). Please complete the information below to assist in this evaluation.**

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

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

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

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

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

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

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

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

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

**For Statistical Gathering Purposes Only:**

*Please indicate whether your company is certified through an agency "other than" North Central Texas Regional Certification Agency (NCTRCA)? Check all that may apply and provide the requested information.*

\_\_\_\_\_ **HUB** *Historically Underutilized Business*

Certifying Agency Name: \_\_\_\_\_  
Certification/Registration Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

\_\_\_\_\_ **MBE** *Minority Business Enterprise*

Certifying Agency Name: \_\_\_\_\_  
Certification/Registration Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

\_\_\_\_\_ **WBE** *Women Owned Business Enterprise*

Certifying Agency Name: \_\_\_\_\_  
Certification/Registration Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

\_\_\_\_\_ **DBE** *Disadvantage Business Enterprise*

Certifying Agency Name: \_\_\_\_\_  
Certification/Registration Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

\_\_\_\_\_ **SB** *Small Business*

Certifying Agency Name: \_\_\_\_\_  
Certification/Registration Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

\_\_\_\_\_ **SBA 8a**

Certifying Agency Name: \_\_\_\_\_  
Certification/Registration Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

\_\_\_\_\_ **Other** *(Specify Name: \_\_\_\_\_)*

Certifying Agency Name: \_\_\_\_\_  
Certification/Registration Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

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

- Dallas County Tax Payer
- Other County Tax Payer (Specify): \_\_\_\_\_

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

- Daily Commercial Record
- Dallas County Website
- Letter from Dallas County Purchasing Department
- Other: specify: \_\_\_\_\_

Thank you.

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

**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):* \_\_\_\_\_

**REFERENCES**

**Note: All references information shall be from firms and/or agencies, for which the Contractor has performed similar scope of services (Carpet and Tile Flooring Services) in size and complexity described within this solicitation. (A minimum of five (5) different client references is required)**

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

**REFERENCES**

**Note: All references information shall be from firms and/or agencies, for which the Contractor has performed similar scope of services (Carpet and Tile Flooring Services) in size and complexity described within this solicitation. (A minimum of five (5) different client references is required)**

4. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

6. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

**REFERENCES**

**Note: All references information shall be from firms and/or agencies, for which the Contractor has performed similar scope of services (Carpet and Tile Flooring Services) in size and complexity described within this solicitation. (A minimum of five (5) different client references is required)**

7. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

8. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

9. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_  
TYPE OF SERVICE: \_\_\_\_\_  
CONTRACT DOLLAR VALUE \$ \_\_\_\_\_  
CONTRACT DURATION (Start and End Date): \_\_\_\_\_

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

*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