



Proposal For:	Contract for the Purchase of Portable Storage Container Units	
Solicitation No. 2012-040-5916	DUE DATE: February 13, 2012 @ 2:00 p.m.	
For Further Information Call:	PURCHASING CONTACT: Gloria McCulloch	AT: 214-653-7433 gloria.mcculloch@dallascounty.org
Pre-Bid Conference	N/A	

INSTRUCTIONS TO BIDDERS

PLEASE READ THE ENTIRE PACKAGE CAREFULLY

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

Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

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

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

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

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

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

Contract for the Purchase of Portable Storage Container Units

NOTICE

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

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

	YES	NO
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the County pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Present work load would not permit additional work?		
Comments/Other Suggestions:		
COMPANY NAME		
PERSON COMPLETING FORM	Telephone:	
MAILING ADDRESS:	Fax:	
CITY, STATE, ZIP CODE	Date:	

Dallas County is requesting bids for a Contract for the Purchase of Portable Storage Container Units. 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, expertise, management, personnel, electricians, installers, inspection, documentation, supplies, parts, materials, tools, equipment, containers, fuel surcharges, mileage, travel time, tolls, shipping, transportation, freight, and all other incidental cost associated with this contract are to be included in bid proposal. Delivery and Installation will be F.O.B.: 1506 E. Langdon Road, Dallas, Texas 75241.
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.
- 3.3 Automobile Liability: Contractor shall maintain Automobile Liability Insurance with a limit not less than \$400,000.00 for each occurrence. The policy shall include coverage for bodily injury and broad form property damage, with respect to the Contractor's owned, hired, and non-owned vehicles assigned or used in performance of this contract.

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

- a. Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for thirty (30) days notice to the County for cancellation, non-renewal or material change.
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.
- d. Provide for notice to Dallas County of any changes to policy.
- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- f. Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages;
- g. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard.
- 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. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
7. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving 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. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future county solicitation for a period of thirteen (13) months.
8. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.

9. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Bid Price
 - c. Delivery Date
 - d. Results of Testing Samples
 - e. Special Needs and Requirements of Dallas County
 - f. Dallas County's Experience with Products Bid
 - g. Vendor's Past Performance Record with Dallas County
 - h. Dallas County's Evaluation of Vendor's Ability
 - i. Estimated Costs for Supplies, Maintenance, etc.
 - j. Estimated Surplus Value
 - k. Dallas County reserves the right to award to a primary and secondary vendor.

10. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). **The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202.** A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service/materials) have been (received/performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.

11. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.

12. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.

13. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, 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.

14. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

15. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.

16. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County

17. 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.

18. 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.
19. 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.
20. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
21. 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.
22. 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.
23. 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.
24. 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.

25. TERMINATION

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

26. 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.
27. 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.

28. 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.
29. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
30. 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.

31. 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.

32. 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.

33. 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.

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

35. **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

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 Contract for the Purchase of Portable Storage Container Units, as described herein.

1. GENERAL REQUIREMENTS

- 1.1 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 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 February 06, 2012, 5:00 p.m., Central Time (CT). The official responses to all written communication will be issued as an addendum or general information document and will be posted to the Dallas County Purchasing Department website.

E-mail or fax all questions to 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/department/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.
- 1.2 Contractor shall furnish all labor, personnel, electricians, technicians, service, supervision, expertise, documentation, insurance, permits, licenses, supplies, materials, tools, equipment, devices, paid all taxes, benefits, fuel surcharges, shipping, transportation, mileages, parking, disposal charges and other ancillary fees, tolls, travel time, freight, and all other overhead cost including incidentals, necessary to construct and delivery two (2) portable storage container units to Dallas County Health and Human Services Department as described herein.
- 1.3 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.
- 1.4 Contractor agrees to comply with the Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.
- 1.5 Contractor agrees to comply with the Copeland "anti-kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.

- 1.6 Contractor covenants that neither it nor any member of its agency presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.
- 1.7 Contractor shall comply with reporting and patent rights under this contract involving research, developmental, experimental, or demonstration work, with respect to any discovery or invention which arises or is developed in the course of, or under this contract in accordance with requirements set forth in 10 CFR 600.
- 1.8 Contractor agrees to comply with the federal grantor agency's requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental, or demonstration work, with respect to any discovery or invention which arises or is developed in the course of, or under such contract.
- 1.9 Contractor shall ensure that no funds under this contractor are used, either directly or indirectly, in the support of any religious or antireligious activity, worship, or instruction.
- 1.10 Contractor agrees to comply with the requirement that none of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

- 1.11 Contractor agrees to comply with the requirements that after final payment and all other pending matters are closed, pertinent record retention for four years after fiscal year end.
- 1.12 For all contracts in excess of \$100,000, Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 7401-7671], 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). This provision does not apply to the Community Service Block Grant or the Comprehensive Energy Assistance Program contracts.
- 1.13 Nepotism: No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.
- 1.14 Contractor agrees to comply with the following requirements and assurances:
 - 1.14.1 No person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.
 - 1.14.2 Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

- 1.15 Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Dallas County and its employees, agents or authorized representatives after giving at least three (3) days notice to contractor by Dallas County. Dallas County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by Dallas County to the contractor pursuant to this contract. Dallas County's employees, agents or authorized representatives shall have access to the contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
- 1.16 Contractor represents that it possesses the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.
- The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances hereunder. Should such suspension or termination occur, contractor is liable to Department for any money it has received for performance of the provisions of this contract.
- 1.17 Materials, supplies, services and parts requested by Dallas County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with standard commercial practices.
- 1.18 Unless otherwise specified, all materials, supplies or equipment offered by the bidder 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.
- 1.19 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.
- 1.20 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.
- 1.21 All items provided under this project shall be, unless otherwise stated in the contract, shall be in accordance with the methods and procedures of the original manufacturer's and to the industry's highest standards.
- 1.22 Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations.
- 1.23 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.
- 1.24 Warranty Coverage: All portable storage container units, HVAC system, lighting, doors, fixtures, flooring, outlets, equipment, devices, material, labor, installation, and structure defects in workmanship and craftsmanship shall be fully warranted and guaranteed for a minimum of one (1) year from the date completion and acceptance by Dallas County. If the replacement parts, materials, etc., utilized for this project is covered by a standard manufacturer's warranty greater than over one (1) years then the Contractor must extend that coverage to Dallas County.

Any additional repairs and/or services required within the warranty period will be at the expense of the awarded Contractor (including travel and transportation cost). All material, equipment, fixtures, lighting, HVAC system, walls, flooring, ceiling, supplies, parts, defective storage units, will be replaced and/or replaced at no additional cost to Dallas County. The Contractor is required to expressly warrant that all items are new and free from defects, warranted for their merchantability.

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. This warranty shall not void the Manufacturer's warranty for quality or durability.

1.25 Payment Terms: Dallas County payment terms are Net 30 Days, invoices are to be submitted in arrears. Payment will be authorized for all services and products covered under this contract upon completion of services, verification and inspection of each storage container unit for compliance with bid specification requirements.

1.26 Invoicing Requirements: All invoices shall include, but not be limited to the following information:

1.26.1 Dallas County Purchase Order Number

1.26.2 Bid Number

1.26.3 Remit to address

1.26.4 Invoice Date

1.26.5 Delivery Location Address and/or Service Location

1.26.6 Date of Delivery and/or Services

1.26.7 Description of Product and/or Services

1.26.8 Quantity Amount

1.26.9 Unit Cost

1.26.10 All pricing on invoices shall be based on the pricing structure stated on bid proposal

1.26.11 Total Cost

1.26.12 Two (2) invoices and support documentation are to be forwarded to:

Dallas County Health and Human Services
2377 Stemmons Frwy
Dallas, Texas 75207

and

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

- 2.6.4 Floor Construction: The floor shall be constructed from marine-grade plywood a minimum of one inch (1") thick and be capable of withstanding 16,000 pounds of pressure per 100 square feet. In addition, 1/4" sheets of HardieBacker 500 Cement Board or equal mold and moisture resistance cement board shall be installed on the entire subfloor in each storage container unit in accordance to manufacturer installation and floor preparation.
- 2.6.5 Insulation (R-11 or better): All walls, floors, and ceiling of each storage container unit shall be insulated.
- 2.6.6 Heating, Ventilation & Air Conditioning (HVAC) System s: A new HVAC system and all required duct work (if any) for ventilation shall be installed in each storage container unit in accordance to manufacturer installation procedures. In addition each HVAC system shall be enclosed and sealed to prevent theft and vandalism. The HVAC shall meet or exceed the following minimum specification requirements:
- 2.6.6.1 Size: 1.5 Tons or better
 - 2.6.6.2 Seer Rating: 13 or better
 - 2.6.6.3 Heat strip
 - 2.6.6.4 Adjustable Thermostat
- 2.6.7 Electrical Outlets: A minimum of three (3) interior GFCI duplex wall mounted electrical outlet with wall plate cover shall be installed in storage container unit.
- 2.6.8 Electrical Panel: 125 amp (minimum) electrical panel shall be installed in storage container unit.
- 2.6.9 Light Fixtures: A minimum of four (4) – 4 bulb energy efficient fluorescent light fixtures shall be installed in the ceiling of each storage container unit.
- 2.6.10 Exterior Lights: Exterior tamper-proof and weather resistant motion sensor lights shall be installed on each storage container unit.
- 2.6.11 Contractor is responsible for all electrical wiring, connections, conduits, cables, etc., required and necessary to make all lighting fixtures, electrical outlets, panel box, and the HVAC system full operational at the time of final acceptance by Dallas County. All electrical hook-ups to service pole will be coordinate with Dallas County, Contractor and the Electrical Provider.
- Note: All electrical work must be completed in accordance to National Electrical Code (NEC), Federal, State and local jurisdiction building codes and standards.**
- 2.6.12 Door Type: Double Doors shall be installed on each end of storage container units.
- 2.6.13 Door Locations: Two entry/exit doors are required on each storage container unit located at the front and rear of each storage container unit.
- 2.6.14 Door Handles
- 2.6.15 Security Bars: Interior locking security bars shall be installed on all doors of each storage container unit.
- 2.6.16 Exterior Locks: High security tamper proofs steel pin keyed exterior lock mechanism and lock box shall be installed on each storage container unit.
- 2.6.17 Shelving: A minimum of two (2) adjustable shelving s units which includes the shelves, railing, and brackets shall be installed in each storage container unit (one shelving unit per wall).
- 2.6.18 All doors and other opening shall be sealed with appropriate weather-stripping and/or gaskets to eliminate air filtration within the storage container unit.
- 2.6.19 Each storage container unit shall be sealed, wind, weather resistant and watertight.

- 2.6.20 Each storage container unit shall be constructed to meet ISO construction standards
 - 2.6.21 Contractor is responsible for all interior build out, studding, drywall and wall finishing work including texture on each storage container unit.
 - 2.6.22 Exterior/Interior Color: Beige
 - 2.6.23 Each storage unit shall be furnished with a unique identification plate that indicates the manufacturer name and unit production date.
- 2.7 Closeout: The designated Dallas County representative will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor will request a final inspection with the Project Coordinator. The final project approval is contingent upon the Project Coordinator's final inspection and written approval. All deficiencies shall be repaired within 5 working days after inspection
- 2.8 Delivery Timeframe: The required storage units shall be delivered on-site to Dallas County no later than June 22, 2012.
- 2.9 Delivery/Shipment must be FOB (Freight on Board) Destination – 1506 E. Langdon Road, Dallas, Texas 75241. The term FOB Destination shall mean delivered and un-loaded on-site at Dallas County designated address with all charges for handling, freight, transportation and unloading paid by the awarded Contractor. Delivery shall be made to the location specified on the purchase order. The awarded Contractor shall insure the product(s) for all risk of loss or damage. The awarded Contractor shall retain title and control of goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the awarded Contractor of any damaged goods or products and shall assist the Contractor in arranging for inspection
- 2.10 All delivery shall be completed during the following business hours and days: 8:00 a.m. - 4:00 p.m., Monday through Friday, excluding weekends and County holidays. **Dallas County will provide no assistance or equipment for unloading or handling of products/materials and the Contractor must notify his truckers or delivery firms accordingly**

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, 6th 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 Quantity	Unit Price	Extension
Portable Storage Container Units, as per bid specification requirements Brand: Mobile Mini or equal	2 each	\$/_____/each	\$_____

Specify the Brand/Manufacturer and Model Number of the Proposed Portable Storage Container Units:

Specify Color Choices Available for the Proposed Portable Storage Container Units:

Administration, Permits, Delivery, Set-up, Installation, Shipping, Freight, Transportation and all other Overhead and Incidentals Cost. Delivery Location: 1506 E. Langdon Rd., Dallas, Texas 75241	2 each	\$/_____/each	\$_____
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Specify Warranty Period on the Portable Storage Container Units (include supporting documentation):

Note: All bidders must include warranty coverage for a period one (1) year from date of final acceptance by Dallas County regardless if offered by the manufacturer or awarded Contractor.

Specify the name, address, and telephone number of the manufacturer authorized factory representative and service department who will be perform on-site warranty service coverage under this contract

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

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

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

Should your firm be awarded this contract, describe what (if any) portion of the bid requirements will be subcontracted out (specify the name of the subcontractor (s) and trade or portion of the work contractor, if available):

*** 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. If no prompt/early payment discount is offered, enter 0 in the % space. Payment terms with no discount are 30 days, upon receipt of proper invoice and verification that the services and/or products have been completed/delivered in accordance with specification requirements in the Dallas County Auditor's Office. The award of this bid will not be based on prompt/early payment discounts.

Please answer the questions listed below

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 (portable storage container units) 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: _____

- 2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____

- 3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____

- 4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____

- 5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____

- 6. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____

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 st 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 \$20,000 Lifetime Maximum	You 10%; Plan 90%; Plan 100% after OOP (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**

THIS FORM IS NOT A SUBSTITUTE FOR THE REQUIRED POLICY AND/OR STATE APPROVED CERTIFICATE OF INSURANCE FORM

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 after contract award and prior to commencement of services, 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 the Dallas County Human Resource / Civil Service's Risk Manager at 214-653-7668.

Insurance Agent/Broker Signature: _____

Date: _____

Bidder's Signature: _____

Date: _____

AFFIDAVIT OF _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared _____,
individually and doing business as _____, who
after being by me first duly sworn, deposed and stated as follows:

1. “My name is _____ appearing herein individually and as president and
sole owner of _____. I am over 21 years of age, of sound mind,
authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have
personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct.

2. “My name is _____. I am president and sole owner of
_____ located
at _____.

Dallas County issued Solicitation No. _____ (hereinafter “Bid/RFP”). Bid/RFP provisions required the successful contractor to
maintain Workers’ Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers’
Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers’ Compensation Insurance as required by the proposed bid. I
am ineligible for purchasing Workers’ Compensation Insurance as required by the proposed bid in that I do not meet the minimum requirements to
purchase such insurance for the following reasons: _____.

Further affiant sayeth not.”

Name

Company

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this ____ day of _____, 20____.

Notary Public in and for the State of _____

Commission Expires



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).

NAME OF FIRM:															
5. Section D- EMPLOYMENT DATA															
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	Not-Hispanic or Latino														TOTAL COL. A-N
	Hispanic or Latino		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.**

Print or type See Specific Instructions on page 2.	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.

Sign Here	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 ¹	Generally, exempt payees 1 through 7 ²

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

² 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the "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.

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

*Note. 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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