



NOTICE

Dallas County specifications supercede any changes made by the Bidder,
unless otherwise approved in writing by Dallas County.

Vendors Downloading Bid/Proposal Specifications from Dallas County Website agree to the following:

VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX

VENDORS RESPONSIBILITY:

Vendors are responsible for downloading and completing any addendums.

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

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

SPECIFICATION DOWNLOADED ACKNOWLEDGMENT

Annual Quote/Bid/RFP No. 2010-046-5013

Demolition and Reconstruction of a New Single Family Home

Located at 301 E Palestine, Hutchins, Texas (Mahoney)

(Buyer: McCulloch)

COMPANY NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

E-MAIL: _____ Web site: _____

SIGNATURE: _____ DATE: _____

Federal Tax I.D.# _____

FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT

214-653-7449

(if unavailable 214-653-7878)

PLEASE NOTE:

1. BIDDERS MAY NOT RETURN OFFERS FOR PROPOSALS BY FAX AND/OR E-MAIL
2. BIDDER MUST FOLLOW THE INSTRUCTIONS FOR BID/PROPOSAL SUBMISSION AS OUTLINED IN THE INSTRUCTION TO BIDDERS.

DALLAS COUNTY IS NOT RESPONSIBLE FOR BIDDERS FAILING TO ADHERE TO THIS REQUIREMENT.
CHANGES OR MODIFIED SPECIFICATION WILL BE REJECTED.

NOTICE TO ALL BIDDERS

CERTIFICATION AND APPROVAL OF BIDDERS PRIOR TO BIDDING

All bidders must be certified by the Dallas County's Replacement Housing Program as a qualified vendor prior to participating in any bidding process for Demolition and Reconstruction of a New Single Family Home Projects. To obtain certification material, program requirements, and all other related documents and information regarding this process please call 214.653.6884.



PROPOSAL FOR:	Demolition and Reconstruction of a New Single Family Home located at 301 E. Palestine, Hutchins, Texas ((Mahoney)	
BID NO. 2010-046-5013	DUE DATE: April 19, 2010 @ 2:00 p.m.	
FOR FURTHER INFORMATION CALL:	PURCHASING CONTACT:	AT: 214-653-7433
	Gloria McCulloch	gwebb@dallascounty.org
PRE-BID CONFERENCE	April 5, 2010 at 9:30 a.m. Location: 301 E. Palestine, Hutchins, Texas	

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

HELP US KEEP OUR VENDOR'S LIST CURRENT

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

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

SOLICITATION #2010-046-5013

**Demolition and Reconstruction of a
New Single Family Home located at 301 E. Palestine, Hutchins, Texas ((Mahoney)**

NOTICE

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

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

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

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

gm

DALLAS COUNTY REPLACEMENT HOUSING PROGRAM

TABLE OF CONTENTS

I. CONTRACT DOCUMENTS / BIDDING INSTRUCTIONS

- A. Introduction
- B. Dallas County's General Conditions of Bidding

II. BID PROPOSAL PACKET

- A. Cover Page
- B. Minority / Women Business Specifications & Questionnaire
- C. Statement of Contractor's Qualifications / Attachments
- D. Insurance Information
- E. Bid Form with Submittals

PLEASE NOTE:

**THE BID PROPOSAL PACKET MUST BE RETURNED TO THE
DALLAS COUNTY PURCHASING DEPARTMENT
509 MAIN STREET, 6TH FLOOR, ROOM 623,
DALLAS, TEXAS**

I. CONTRACT DOCUMENTS/BIDDING INSTRUCTIONS

A. INTRODUCTION

Dallas County's Replacement Housing Program requests bids for labor and materials to demolish an existing residential structure and construct a new residence per this bid specification/contract document and the attached plans.

1. SITE:

a. The City of Hutchins and Dallas County require a property survey (performed by a licensed surveyor) with elevations to verify location of house on lot prior to pouring concrete to determine where drainage will be. According to the plans, the house must be approximately **1000** square feet of living space and all brick. **NOTE:** If you have any questions about the City of Hutchins' requirements, you may direct your questions to the City Building Inspections Department, 972-225-6121. If you have any questions about the survey, direct your questions to Dallas County's Housing Replacement Specialist, 214-653-6364.

b. After locating property lines, new home shall be built in location to comply with the City of Hutchins requirements of 30-foot set-back from property line and 5-foot set-backs from each side of property lines. If the property lines are not located during the survey, the surveyors must set the pins in place to mark the property. Once the survey is completed, both the County and the City of Hutchins must approve the survey before the contractor can begin construction.

c. Site Specific Requirements

Site Specific #1:

Site must be cleared and select fill added (approximately 6") to bring site pad to achieve the height (crown of the street) with a 5' slope to divert water away from the structure to allow proper drainage away from the structure.

Site Specific #2

Remove 3 large trees to allow construction of new structure:

East Side: Two (2) trees, both approximately 25' in height.

North Side: One (1) tree approximately 20' in height
Four (4) small trees branching from 6" base.

Southwest: One (1) small bush/tree approximately 8' tall.

Site Specific #3:

Install one (1) Full-view storm door at front door and one (1) Screened half-view storm door for back door.

Site Specific #4:

Site pad must be treated for termites prior to pouring cement for slab.

NOTE: Please verify that there are no wells/septic tanks that must be properly closed as a part of the cleanup by the contractor. If there are wells/septic tanks, it is the contractor's responsibility to fill and cap off according to state regulations.

- d. Driveway will be a "concrete approach" installed in the front of the house (see site plan). Driveway will extend from the street to the face of the house, (Size: 12' wide/maximum of 35' in length with sidewalk 36" standard and 48" ADA tie from driveway to porch). Obtain Specifications for Driveway/Sidewalk and Driveway Approaches from City Building Inspector.
- e. Add 6" minimum of compacted select-fill to existing grade in order to raise the slab above grade.

2. EXTERIOR

- 1. Portions of the house not covered with brick will be vinyl siding.
- 2. Minimum of (1) each wind turbine to be installed on the back side of the roof.
- 3. Windows shall either be colonial style or full view. (Homeowner's choice)
- 4. Front door shall be 36" and back entrance doors shall be 32" wide. If ADA accessible, back door shall also be 36" wide.
- 5. Install shutters for both front-facing windows.

3. FAMILY ROOM/DINING ROOM

- 1. Install one (1) ceiling fan in living/dining room.
- 2. Grade "A", HUD approved carpet to be installed in living/den area.

4. BEDROOMS/HALLWAY

- 1. Master bedroom and master bath doors shall be 32" wide unless specified as ADA, (ADA doors will be 36").
- 2. Install one (1) ceiling fan in Master bedroom.
- 3. Grade "A", HUD approved carpet to be installed in each bedroom, as well as all hallways.

5. KITCHEN

- 1. Install new refrigerator, stove and dishwasher. Present make and model for written approval.
- 2. Install one (1) garbage disposal.
- 3. Kitchen cabinets shall be American Woodward "Dominion" or quality cabinets "Liberty" or written approved equal.
- 4. Install HUD approved vinyl floor covering in kitchen and all bathrooms.

6. PLUMBING

NOTE: City of Hutchins requires a 3" yard sewer line, extending from double clean-out at house to a 4" clean-out at property line. Consult with City Inspector.

- 1. House is on City sewer. Contact City to identify location, (972-225-6121).
- 2. All existing water and sewer lines must be replaced.
- 3. Master bath shall include commode, tub and grab bars, and vanity.
- 4. 5' fiberglass tub/shower unit shall have a grab bar and soap holder.

5. Medicine cabinet with mirror must be installed in bathroom(s).
6. Electric water heater to be installed in approved closet or in the attic.
7. Plumbing rough-in shall include a tub bucket to sleeve the tub drain prior to the slab being poured.

7. ELECTRICAL

1. Home is to be all electric.
2. All bedrooms and family/dining rooms shall be wired for ceiling fans with additional wall switches. **Install ceiling fans in living/dining room and master bedroom only.**
3. Pre-wire house for phones. Location to be determined by homeowner.

8. HVAC

1. Minimum 14 SEER; unit to be installed/located in the attic.

9. MISCELLANEOUS

Contractor is responsible for the disconnection of utilities and the re-connecting of all utilities **prior to final acceptance.**

City of Hutchins may or may not waive some building fees for this program. Consult with Building Official.

NOTE: Please know that house is to be made ready to move in immediately after completion. All construction is to be complete and all appliances installed, all light switches in working condition, all plumbing complete, all floor coverings installed, and heating and A/C in working condition, etc. A complete walk-through by the County and the Homeowner will be performed before the final completion is signed and the final request for payment is processed.

The purpose of the Replacement Housing Program is to remove and replace deteriorated homes which are occupied by low/moderate income homeowners, to encourage revitalization, to prevent residential deterioration, to promote decent housing and suitable living environments, and to eliminate slum and blight conditions.

DALLAS COUNTY STRONGLY SUGGESTS THAT CONTRACTORS INSPECT THE PROPERTY THAT IS TO BE RECONSTRUCTED and to bid labor and materials and any alternates so as to provide a complete turn-key job. Property owner must be contacted to arrange an inspection subsequent to the Pre-bid conference. The owner's name and telephone number are provided in the document. **It is the contractors' responsibility to make exact measurements and exact quantities.**

A PRE-BID CONFERENCE WILL BE HELD AT: Monday, April 5, 2010, 301 E. Palestine, Hutchins, Texas at 9:30 a.m.

For additional information contact Dallas County Housing Staff, at the Dallas County Administration Building, Third floor, 411 Elm Street, Dallas, Texas 75202, telephone 214-653-6884, Monday through Monday 8:00 A.M. to 4:30 P.M.

By returning the Bid Proposal with a price quote, the Bidder/Contractor certifies and agrees to all aspects of this Bid Specification and Contract Document.

No additional comments or alterations are to be made to the bid. If there are errors or omissions, please contact the Housing Replacement Specialist at 214-653-6364 for clarification.

B. DALLAS COUNTY'S GENERAL CONDITIONS OF BIDDING

1. **PRICE QUOTES**: This will be a firm fixed price contract to include delivery of all goods and services related to the job and will be held firm upon award and completion of project.
2. **APPLICABLE LAW**: This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

The Contractor agrees to comply with all applicable codes and ordinances of the appropriate City, Dallas County, State of Texas and/or the U.S. Federal Government, as they may apply and as these laws may now read or as they may hereinafter be changed or amended.

3. **CONTRACT TERMINATION**: Non-Performance of the bidder in terms of Specifications and/or non-compliance with terms of this Contract shall be basis for termination of the Contract by the County. Termination, whether in whole or in part, may be made at the option of the County and may be made without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving five (5) days written notice to the Contractor with the understanding that all work being performed under this Contract shall cease upon the date specified in such notice.

The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.

- a. **FAILURE TO START JOB**: In the event that the contractor fails to comply with the 10 day proceed notice, without just due cause, the County may terminate the Contract in accordance with CONTRACT TERMINATION procedures.
- b. **FAILURE TO COMPLETE JOB**: In the event that the improvements herein mentioned, fail for any reason to be completed, or fail to be completed according to the contract, or all of the labor and material used in erection hereof fail to be provided by Contractor, then the County may terminate the Contract in accordance with CONTRACT TERMINATION procedures.

Provided, however, if the improvements here are not completed due to a breach of this Contract or default by the Contractor, the County shall have the right to require the Contractor to stop the work hereunder and to vacate the Property. In this event, the Contractor shall immediately cease and desist from performing any further work upon the Property and shall vacate the premises. Upon the determination by the County that the Contractor has breached the Contract, the County shall issue a "Stop Work Order" and pay to the Contractor the value of the work completed less any damages caused to the Property, including, but not limited to, damages incurred by the County, if any, in hiring another contractor to complete the unfinished work.

When such a "Stop Work Order" is issued, the Contractor shall complete necessary and required information prior to processing any payment. Notwithstanding anything to the contrary herein, all the parties to this Contract shall retain all other remedies, either at law or in equity, to which they may be entitled.

4. **QUANTITIES:** Quantities indicated in the Bid Proposal are for the purpose of unit pricing. Unit prices will be used to adjust item totals in the event actual quantities vary from estimates. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs. Adjustments in price will be made by determining the unit price of the items bid. In the event of any discrepancy between the scope of the work originally bid upon, whether greater or less than that upon which the bid submitted was based, the contractor shall notify the Housing Replacement Specialist at 653-6364 and request that these facts be verified.
5. The bid award shall be based on, but not necessarily limited to, the following factors;
- a. Unit Price (per square foot cost)
 - b. Total Bid Price
 - c. Statement of Contractor's Qualifications
 - 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.
6. **LABOR, MATERIALS, SERVICES:** The Contractor shall furnish all labor, supervision and services ****Note: includes surveys, bonds, builders' risk insurance and others** necessary to do the work specified in accordance with the document, specifications and plans hereinafter attached and meant to be a part of this contract, for the total sum indicated in the Bid Packet. The Contractor shall complete all work in accordance with the General Specifications and the Building Inspection Department requirements of the City in which the Property is located.
7. **PERMITS:** The Contractor shall obtain the appropriate City's, Dallas County's or State of Texas' necessary permit(s), if any, as required by the ordinances of said City, County or State for the performance of the work.

BUILDING INSPECTION PERMITS: The Contractor shall secure and pay for all permits necessary for the execution and completion of the work. The work and any part thereof shall not be deemed as finished until accepted by Dallas County and passed by the authorized inspector of the City in which the Property is located.

NOTE: Several Program Cities in the County have elected to waive fees for building permits, so check first with City Building Officials.

8. **"OR APPROVED EQUAL" VALUE:** Whenever an article or material is defined by describing a proprietary product or by using a name of a manufacturer, the term "or equal", if not inserted, shall be implied unless otherwise indicated by "No Substitutions." The specified article or material shall be understood as descriptive, not restrictive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.

Contractor may bid on alternates if unable to bid on items listed. Bids on brands of like nature and quality will be considered. *If bidding on alternates, **THE BID MUST SHOW MANUFACTURER BRAND, TRADE NAME, CATALOG and/or LOT NUMBER, etc.,** on item offered, and certify that item offered is equivalent to specifications. Specifications, illustrations and complete descriptive literature must be submitted with bid unless previously filed with the Housing Replacement Specialist.*

The bidder will be required to furnish exact brand names and numbers specified unless alternates are offered.

No substitutions or cancellations are permitted without written approval of the Housing Replacement Specialist. Samples may be required in addition to literature. Samples, if required, shall be furnished free of expense to the County and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the Bidders expense. Each sample must be marked with Bidder's name and address and Bid Number reference. *Samples should not be enclosed with bid.*

9. **INDEPENDENT CONTRACTOR:** 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 the status.
10. **INDEMNIFICATION:** The Contractor shall defend, indemnify, and save whole and harmless the County and all its officers, agents and employees from all suits, actions, or claims or any character, name and description brought for 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 omission of the Contractor in the execution or performance of the Contract.
11. **NON-ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
12. **NON-COLLUSION:** The Contractor/Bidder certifies that this bid is not a collusive or sham bid. The Contractor certifies that he, nor any officer or parties in interest of Contractor, has in any way colluded, conspired, connived or agreed with any other bidder to submit a collusive or sham bid. The Contractor/bidder certifies that the prices quoted in the attached bid are fair and proper and are not tainted by any collusion.
13. 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.
14. **VENUE:** 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.
15. 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.
16. **NO ADDITIONAL WORK TO BE CONTRACTED FOR:** The Contractor certifies that no contract for additional improvements shall be made during the improvements herein contracted for, unless agreed to in writing by the Homeowner, County and Contractor.

The Contractor agrees that he shall not be compensated for any additional work and waives his right for recovery for work done and labor performed other than that for which is herein contracted for.

17. **LIABILITY AND OTHER INSURANCE COVERAGE:** Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful workers compensation/self insured employee coverage requirements and adequate liability limitations.

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

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

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage. The insurance coverage, except Workers Compensation, 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.

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

- a. **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 the County at the address shown below by registered mail.
- e. **Waiver of subrogation against Dallas County,** its officers and employees for injuries, including death, property damage or any other loss.
- f. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract. (Court Order 94-1243, dated August 9, 1994).

**Dallas County Housing Replacement Program
Commissioners Court
411 Elm Street, 3rd Floor
Dallas, TX 75202-3301**

**Pre-Audit
County Auditor
407 Records Building
Dallas, TX 75202**

The following is the required coverage:

Commercial General Liability:	\$300,000 Combined Single/Split Limit
Personal Property	\$100,000
Bodily Injury	\$300,000
Property Damage	\$100,000
Vehicle:	
Bodily Injury	\$100,000/\$300,000
Property Damage	\$100,000
Workers Compensation:	Texas Statutory Limits
Builder's Risk:	Bid Amount
Note: <i>Builder's Risk Insurance is to protect property in event of perils of nature i.e. fire, wind or vandalism beyond control of builder during construction.</i>	

The Contractor will be responsible for any damage to County or other personal property in connection with this job.

The Contractor shall comply with applicable laws, ordinances, and regulations pertaining to safety of the work, workmen, and all third parties. The County will not be liable for any loss or damage sustained by the Contractor.

The Contractor will comply with all regulations, (security and otherwise), imposed by County governing the conduct of outside personnel and will be held strictly responsible for the conduct of his employees. Failure on the part of the Contractor to abide by said regulations may result in termination of the contract.

18. WORKERS' COMPENSATION:

Definitions:

Certificate of coverage ("certificate"): A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project: The time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by Dallas County.

Persons providing services on the project ("subcontractor" in Section 406.096 of Texas Labor Code):

All persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project., "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to Dallas County prior to being awarded the contract. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Dallas County showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to Dallas County:

1. A certificate of coverage, prior to the award of the project, so Dallas County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
3. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
4. The contractor shall notify Dallas County in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
5. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
6. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to the award of the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (a) prior to the award of the project, the other person must provide a certificate of coverage; and

- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period. If the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify Dallas County in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts to perform as required by paragraphs 17i(1), with the certificates of coverage to be provided to the person for whom they are providing services.
7. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Dallas County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
8. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Dallas County to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from Dallas County.

19. **SECURITY FOR FAITHFUL PERFORMANCE:** With the execution and delivery of the contract, the Contractor shall furnish and file with the County in the amount herein required, the following **SURETY BONDS**. Such bonds shall be according to Article 5160, Revised Civil Statutes of Texas, as amended by the State Legislature. An approved form the required bond is found herein.

Within 10 days of the **Contract Award** following the acceptance of a bid or proposal, the Bidder or Proposal Offeror shall furnish a **Performance/Labor & Material Payment Bond or a Cash Payment Bond (5%) to the County for the full amount of the contract in addition to Builder's Risk coverage.** Failure to do so renders the contract null and void.

20. **FORM:** To be considered, the bid must be submitted on Dallas County Bid Documents only.
21. **WITHDRAWAL/ALTERATION OF BIDS:** Bids CANNOT be altered or amended after opening time. **Alterations made before opening time must be initialed by bidder guaranteeing authenticity.** No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the Purchasing Department.

All bids recommended to the Commissioners Court for approval, must fall within parameters they have established.

22. **AWARD:** The successful bidder shall be determined by the selection of the most desirable prices submitted in the proposal. The County reserves the right to reject any or all proposals, waive any informality and to accept the proposal, whether low or not that is considered most advantageous to the County.

No more than three bids will be awarded to one contractor at any one given time.

23. **SIGNING OF CONTRACT WITH HOMEOWNER:** The successful contractor/bidder agrees to execute a contract between the contractor and the homeowner upon award by the County and must sign the Replacement Housing Contract within ten (10) days of the contract award by Dallas County Commissioners Court. Copies of the contract are available for viewing from the Replacement Housing Coordinator at 214-653-6884. The contract document shall be signed at a scheduled pre-construction meeting to be held at the property address.
24. **HOMEOWNER'S RIGHT OF RECISION:** Contractor understands that upon signing the Replacement Housing Contract with the Homeowner, that the Homeowner has a 3-day right of recision.
25. **PREMISES TO BE VACATED:** The premises are to be vacated prior to the beginning of the construction work.

The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris to the code legal dump (receipts will be required when requesting payment for this item on the schedule of values) at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor.

26. **BEGINNING OF CONSTRUCTION:** No work shall be commenced by the Contractor until he has received Notice To Proceed (in writing) from the Homeowner and County.
27. **NOTICE TO PROCEED:** The successful bidder shall begin construction of the project within ten (10) days after receipt of the NOTICE TO PROCEED.

The work/project **must** be completed within **90 days of the Notice to Proceed** unless given relief under provisions of Item 28. Failure to adhere to this requirement will result in penalties as described in Item 29.

28. **CONTRACTOR'S NOTICE FOR CONSTRUCTION DELAYS:** If performance by Contractor is prevented or delayed as a direct result of riot, insurrection, fire, Act of God, and/or operation of law, an extension of one working day in the time limited for completion of the work to be done hereunder will be allowed the Contractor from each working day lost from such cause, provided the Contractor, within three (3) days after the beginning of such delay, gives written notice to the County of such delay and the reason or reasons for it.
29. **LIQUIDATED DAMAGES:** A penalty of **\$100. 00 per day** will be made against the contractor for each day after the expiration date which is designated for completion as recorded on the Notice to Proceed, if such delay is caused by any reason other than those specified in the Replacement Housing Contract.
30. **CONTINUED WORK SCHEDULE:** If for any reason, the Contractor at any time fails for a period of eight (8) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to execute the work properly, the Contractor may be given written notice to terminate this contract.
31. **PROVIDE SUPERVISOR:** The Contractor shall provide a competent supervisor to be on the job site during the progress of this work. This supervisor must be able to communicate clearly with the homeowner.
32. **GUARANTEE/WARRANTY:** The Contractor agrees that all work shall be done in a good and workmanlike fashion in accordance with good trade practices, using medium grade or better material and as specified herein.

Contractor hereby warrants and guarantees that the work performed hereunder shall be free from defects in both materials and workmanship for a period of one year, or as otherwise required, from the date that the work hereunder is finally accepted by the Owner and the County. Any violation of this guarantee shall be considered a material breach of this agreement and Contractor hereby agrees to remedy any such defects in workmanship or materials and to be responsible for any damages which are caused thereby within the time period set forth in this paragraph.

The Contractor shall furnish the County/Homeowner with all manufacturers and suppliers written guaranties and warranties covering all materials and equipment furnished under Contract.

33. **BIDDERS:** General Contractors must be certified by Dallas County Housing Staff prior to bidding on any housing contract. This shall include vendors suspended from bidding for thirteen months by removal from the Housing Replacement "Certified Contractor List", or Dallas County's Purchasing Department's list of vendors. Proposals from persons or firms, in business for at least one year, must be accompanied by a Statement of Contractors Qualification (provided in packet).

Qualified Bidders are required to have at least one new construction project in the past year or completed a remodeling/rehab project that included expanding an existing structure by at least 20%. This may include adding a new slab under the addition and a change in the original roof line of the structure and/or experience in construction of the type requiring skills in work of the nature required under these documents. The construction of a new complete structure from the ground to completion will accommodate the requirements for the construction experience.

Bids will be considered only from Bidders who, in the judgment of the County, are regularly established in business, are financially responsible and able to show evidence of satisfactory past performance, competence, and who is able to render prompt satisfactory service by keeping a responsible individual available by telephone or other reliable means.

The bidder must perform a minimum of ten (10%) percent of the work with Bidder's own employees. A breakdown indicating compliance may be required upon notification to the Contractor.

34. **LEAD-BASED PAINT:** The contractor shall be prohibited from using lead-based paint on any surface. All paint is to be delivered in unopened original containers with labels intact. All paint to be used will be inspected and certified to be lead-free by the Housing Replacement Specialist in writing and will become part of the official case file.
35. **EQUAL EMPLOYMENT OPPORTUNITY:** All bidding contractors are required to comply with the Equal Employment Opportunity Act requiring that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of this Contract. The successful bidder shall take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, age, color, religion, sex or national origin. This action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, compensation and selection for training. The successful bidder shall state to all employees and advertisements that all employees and qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or natural origin.
36. **PAYMENT:** Payment will be authorized upon satisfactory completion and inspection of the total contracted job. The Contractor will work under the direction of the Housing Rehabilitation Specialist who will determine if the work has been completed in accordance with the specifications herein. No payment, on any basis, will be made for unsatisfactory work. The determinations of the Housing Replacement Specialist shall be final on all work.

Partial payments may be made prior to the completion of the entire contract, based on completed work and on the approval of County Staff. **Draws** (1st draw at 30 days, 2nd draw at thirty days after 1st RFP, and final draw at completion of project) will be allowed for completed work provided in an approved progress schedule (Schedule of Values) along with dump tickets, surveys, receipts, termite treatment report and green tags from city. To be paid in this manner, the Contractor must provide relevant documentation and waivers of lien from sub-contractors with each payment request. The balance of the contract (final draw) will be paid when the remaining work is satisfactorily completed and related documentation (green tags, warranties and certificate of occupancy) is provided.

During construction and for thirty (30) days after final completion, termination or abandonment of the Contract by the Contractor, Dallas County shall withhold ten (10%) percent of the amount of the final payment due the Contractor. This is sometimes referred to as "statutory retainage." After thirty (30) days, the final ten (10%) percent shall be released to the Contractor if no valid claims are timely made.

If Cash Payment was presented in lieu of a Performance Bond, the cash payment will be released at the same time the 10% retainage is released.

Payment of the work performed can also be made in one lump and shall be paid to the Contractor after the work is completed and the County receives the following:

- a. **Contractor's Waiver of Lien from all Subcontractors and List of Subcontractors' name, address, minority status, and amount paid for work performed.**
- b. **Green tags from the Building Inspection Department of City in which property is located.**
- c. **Warranties, guaranties, and related certificates as applicable.**
- d. **Contractor's Invoice.**
- e. **Certificate of Final Inspection/Owner's Work Acceptance.**

37. **INVOICE:** Invoices shall be sent directly to the Housing Rehabilitation Coordinator, Commissioners Court, 411 Elm Street, Third floor, Dallas, Texas 75202, (214) 653-6884. Payments are processed after the Auditor's office has been notified that the work has been satisfactorily completed. The invoice must be signed by contractor and it must reference the Dallas County Purchase Order number and Bid number.

38. **MINORITY AND WOMEN BUSINESS ENTERPRISE:** The document entitled "Minority/Women Business Specifications for Bids" **must** be completed for all proposals submitted. Failure to complete a form will result in a non-compliant bid and will be rejected.

C. DALLAS COUNTY GENERAL SPECIFICATIONS FOR REPLACEMENT HOUSING

A copy is furnished to the successful contractor/bidder. All work shall comply with "Dallas County's General Specifications for Replacement Housing," Drawings, and Site Specifications. Should a discrepancy occur between the General Specifications, Drawings, and Site Specifications, the Drawings and Site Specifications shall prevail.

The most current date on the General Specifications is January 2002.

II.

BID PROPOSAL PACKET

THE FOLLOWING ITEMS MUST BE COMPLETED AND SUBMITTED AS THE BID PROPOSAL PACKET IN A SEPARATE SEALED ENVELOPE FOR EACH BID NUMBER.

- A. Cover Page: INSTRUCTIONS TO BIDDERS/CONTRACT DOCUMENTS
- B. Minority/Women Business Specifications for Bids with six (6) requirements
- C. Statement of Contractor's qualifications with attachments
- D. Insurance Information
- E. Bid Form

Proposal Bid No. 2010-046-5013

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 Service, private couriers, or delivery by any other means. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the Purchasing Department by the designated date and hour indicated on the Instructions to Bidders Cover Page and/or addendum (when applicable).

This is an offer for a LUMP SUM CONTRACT FOR **DALLAS COUNTY REPLACEMENT HOUSING**

PROGRAM'S DEMOLITION/RECONSTRUCTION being a PROPOSAL OF:

hereafter called "Bidder", *a corporation, organized under the laws of the State of _____;

*partnership; *an individual doing business as _____.

(*cross out inapplicable items)

The Bidder, in compliance with your request for bids for the general construction of the above project, having examined the site of the proposed construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, services, equipment and documents, within the time requested and at a price stated hereinafter, to cover all expenses incurred in the performance of the work required under the Contract of which the proposal is a part.

(Provide Cost of Refrig Brand & Model and Cost of Range)	Cost of Materials	Cost of Labor, Equipment/Profit
TOTAL COMPLETE PROJECT BID PRICE: \$ _____	_____	_____
Brand: Model:	Brand: Model:	

Specify any deviations, cost, etc. that are made a part of your bid and/or required to ensure a complete turn key job on a separate sheet. If applicable denote by "X" here _____.

Company Representative: _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

(PLEASE PRINT OR TYPE)

The Undersigned renders under oath that the information provided herein is true and sufficiently complete so as not to be deceitful.

SUBMITTED TO:

Dallas County Housing Replacement Program

ADDRESS:

411 Elm Street, 3rd Floor

Dallas, Texas 75202-3301

SUBMITTED BY:	CORPORATION
COMPANY NAME:	PARTNERSHIP
ADDRESS:	INDIVIDUAL
PRINCIPAL OFFICE:	JOINT VENTURE

NAME OF PROJECT: Demolition and Reconstruction of a New Single Family Home located at 301 E. Palestine, Hutchins, Texas (Mahoney)

TYPE OF WORK (Company's main focus)

(Check all that apply)

____ General Construction ____ HVAC ____ Plumbing ____ Electrical ____ Other

How long has company been in business as General Contractor? (1-year minimum) _____

How long has company been in business under current name? _____

What other or former names has company operated under? _____

If company is a corporation, give the following:

Date of Incorporation: _____ State of Incorporation: _____

President's Name: _____ Vice President's Name: _____

Secretary's Name: _____ Treasurer's Name: _____

If company is a partnership, give the following:

Date of organization: _____ Type of partnership: _____

Names of General Partners: _____

If company is individually owned, give the following:

Date of organization: _____ Name of Owner: _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS (CONTINUE)

If company is type other than those listed above, then please describe below and give names of principals:

Describe: _____

Principal(s): _____

List cities/states and trades that your company is legally qualified to do business in, and give any registration and/or license numbers.

<u>City/State</u>	<u>Trade(s)</u>	<u>Registration/License #:</u>
-------------------	-----------------	--------------------------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

List city/county/state(s) where company's name is filed.

<u>City</u>	<u>County</u>	<u>State</u>
-------------	---------------	--------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

List categories of work that your company normally performs with your own employees.

Has company ever failed to complete any work awarded to it? ____Yes ____No

If yes, give details: _____

Are there any judgments, liens, claims, arbitration proceedings or suits pending or outstanding against your company or its owners? Does your firm own any delinquent taxes or any other debt to a governmental entity? ____Yes ____No

If either question is yes, give details: _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS (CONTINUE)

In last five years, has company filed any lawsuits or requested arbitration regarding any construction contracts? ____ Yes ____ No

If yes, give details: _____

Note: If additional space is needed, list them on a separate sheet and attach.

List construction projects your company presently has in progress with complete new homes listed first, giving project type, (for example: residential/new construction, residential/remodeling, office finish-out, retail/new construction, etc.) owner/address, contract amount, percent complete and completion date.

Project Type: _____ Owner/Address/Phone: _____

Contract Amount: _____ % Complete & Date Completed _____

Project Type: _____ Owner/Address/Phone: _____

Contract Amount: _____ % Complete & Date Completed _____

Project Type: _____ Owner/Address/Phone: _____

Contract Amount: _____ % Complete & Date Completed _____

Describe below the capacity you were acting in for the projects listed above. Please note whether you were acting as a general contractor for your own business or as a foreman/supervisor for someone else's firm.

Describe: _____

List major projects with complete new homes listed first completed in past three (3) years with project type, (for example: residential/new construction, residential/remodeling, office finish-out, retail/new construction, etc.) owner/address, contract amount, completion date and percentage of work completed by your employees.

Project Type: _____ Owner/Address/Phone: _____

Contract Amount: _____ % Completed by own employees _____

Project Type: _____ Owner/Address/Phone: _____

Contract Amount: _____ % Completed by own employees _____

Project Type: _____ Owner/Address/Phone: _____

Contract Amount: _____ % Completed by own employees _____

STATEMENT OF CONTRACTOR'S QUALIFICATIONS (CONTINUE)

Describe below the capacity you were acting in for the projects listed above. Please note whether you were acting as a general contractor for your own business or as a foreman/supervisor for someone else's firm.

Describe: _____

Give Trade (i.e. plumber, a/c, electrician) References with name, contact person and telephone. (3 minimum)

1. _____
2. _____
3. _____

Give Bank References with name, contact person and telephone.

1. _____
2. _____

Name of bonding company with name, address and telephone of agent.

Bonding Company: _____ Agent: _____
Address: _____ Phone: _____

Name of insurance company with name, address and telephone of agent.

Insurance Company: _____ Agent: _____
Address: _____ Phone: _____

Dated at _____ this _____ day of _____, 20____.

Name of Organization: _____

By: _____

PERFORMANCE BOND
(Housing Replacement Program)
(Penalty of this bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS: that _____
Name and Address of Contractor

as principal, hereinafter called Contractor, and _____
Name and Address of Surety

as Surety, hereinafter called Surety, are held and firmly bound under _____
Name and Address of Owner

An Oblige, hereinafter Owner, in the amount of _____

Dollars (\$_____) for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated, _____, 2010 entered into a contract with Owner for the demolition and reconstruction of a residential property located at _____ for the amount of:

_____ Dollars (\$_____) in accordance with the Specifications prepared by the Dallas County Replacement Housing Staff, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, to this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the contract in accordance with its terms and conditions and upon determination by Surety of the lowest responsible bidder, jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof, the term "balance of the contract price", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor. Any suit under this bond must be instituted before the expiration two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner names herein or the heirs, executors, administrators, or successors of Owner.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

(SEAL)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

Surety: Power of Attorney must be submitted with Bond.



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

3. LETTERS OF ASSURANCE

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County's Minority and Woman-Owned Business Involvement Policy in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're planning to use the services of an NCTRCA certified vendor)

or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

☐ with our own work forces, and submit information sufficient to demonstrate that it is your normal business practice to do so.

or

☐ without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're not planning to use the services of an NCTRCA certified vendor)

NOTE: Each bidder/proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

=====

4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:

☐ is, ☐ is not a minority-owned business, NCTRCA* # _____

Woman Business Enterprise (WBE) - The bidder/proposer represents that it:

☐ is, ☐ is not a woman-owned business, NCTRCA* # _____

*NCTRCA = North Central Texas Regional Certification Agency

5. Section D-EMPLOYMENT DATA

SF 100 - Page 2

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.

Job Categories	Number of Employees (Report employees in only one category)														
	Race/Ethnicity														
	Hispanic or Latino		Not-Hispanic or Latino												Total Col A - N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
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.)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, 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
☐ All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)
☐ 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

DEFINITIONS

Race and ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above five races.

Instructions for assigning employees into the race/ethnic categories:

Hispanic or Latino - Include all employees who answer YES to the question, Are you Hispanic or Latino. Report all Hispanic males in Column A and Hispanic females in Column B.

White (Not Hispanic or Latino) - Include all employees who identify as White males in Column C and as White females in Column I.

Black or African American (Not Hispanic or Latino) - Include all employees who identify as Black males in Column D and as Black females in Column J.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - Include all employees who identify as Native Hawaiian or Other Pacific Islander males in Column E and as Native Hawaiian or Other Pacific Islander females in Column K.

Asian (Not Hispanic or Latino) - Include all employees who identify as Asian males in Column F and as Asian females in Column L.

American Indian or Alaska Native (Not Hispanic or Latino) - Include all employees who identify as American Indian or Alaska Native males in Column G and as American Indian or Alaska Native females in Column M.

Two or More Races (Not Hispanic or Latino) - Report all male employees who identify with more than one of the above five races in Column H and all female employees who identify with more than one of the above five races in Column N.

As to the method of collecting data, the basic principles for ethnic and racial self-identification for purposes of the EEO-1 report are:

(1) Offer employees the opportunity to self-identify

(2) Provide a statement about the voluntary nature of this inquiry for employees. For example, language such as the following may be used (employers may adapt this language):

"The employer is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights laws and regulations. In order to comply with these laws, the employer invites employees to voluntarily self-identify their race or ethnicity. Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained will be kept confidential and may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the federal government for civil rights enforcement. When reported, data will not identify any specific individual."

DESCRIPTION OF JOB CATEGORIES

The major job categories are listed below, including a brief description of the skills and training required for occupations in that category and examples of the job titles that fit each category. The examples shown below are illustrative and not intended to be exhaustive of all job titles in a job category. These job categories are primarily based on the average skill level, knowledge, and responsibility involved in each occupation within the job category.

The Officials and Managers category as a whole is to be divided into the following two subcategories: Executive/Senior Level Officials and Managers and First/Mid Level Officials and Managers. These subcategories are intended to mirror the employers own well established hierarchy of management positions. Small employers who may not have two well-defined hierarchical steps of management should report their management employees in the appropriate categories.

Executive/Senior Level Officials and Managers. Individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved

by boards or directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

First/Mid Level Officials and Managers. Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are: vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.

Professionals. Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a persons qualifications. Examples of these kinds of positions include: accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dieticians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

Technicians. Jobs in this category include activities that require applied scientific skills, usually obtained by post secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include: drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

Sales Workers. These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include: advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

Administrative Support Workers. These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include: office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processors and typists; proofreaders; desktop publishers; and general office clerks.

Craft Workers(formerly Craft Workers (Skilled)). Most jobs in this category includes higher skilled occupations in construction (building trades craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include: boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipelayers, plumbers, pipefitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision required to perform them, based on clearly defined task specifications, such as: millwrights; etchers and engravers; tool and die makers; and pattern makers.

Operatives (formerly Operatives (Semi-skilled)). Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include: textile machine workers; laundry and dry cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders and sorters; bakers; and butchers and other meat, poultry and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.

Laborers and Helpers(formerly Laborers (Unskilled)). Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include: production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank servicers; and sewer pipe cleaners.

Service Workers. Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training or direct experience. Examples of food service positions include: cooks; bartenders; and other food service workers. Examples of personal service positions include: medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include: cleaners; janitors; and porters. Examples of protective service positions include: transit and railroad police and fire fighters; guards; private detectives and investigators.

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 _____

W-9

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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