



IFB # 12-004-216-SH-181

Subject: Signal Cabinets, Signal Controllers, and Software

Due: December 30, 2015 at 2:00 PM CST

**City of Cedar Park
450 Cypress Creek Rd. Bldg. 1
Cedar Park Texas 78613**

Cedar Park Invitation For Bid Ref. No. 12-004-216-SH-181 Date Issued: December 8, 2015

TABLE OF CONTENTS

1.0 Standard Terms and Conditions	3
2.0 Special Terms and Conditions.....	8
3.0 Specifications.....	10
3.1 General Specifications.....	10
3.2 ATC Cabinet Specifications	10
3.3 Controller Specifications	19
3.4 Local Intersection Control Software Specifications	20

FORMS TO BE RETURNED WITH BID:

4.0 Pricing.....	24
5.0 Vendor Profile.....	31
6.0 Offer Response Form.....	32
7.0 References.....	33
8.0 Deviation or Compliance Form	34
9.0 Release & Indemnification	35
10.0 Non-Collusion Acknowledgment.....	36
11.0 Suspension or Debarment Certificate.....	37
12.0 Cooperative Purchasing.....	38
13.0 Conflict of Interest.....	39
14.0 Conflict of Interest Questionnaire.....	40
15.0 W-9.....	

**City of Cedar Park
450 Cypress Creek Rd. Bldg. 1
Cedar Park Texas 78613**

This is an Invitation for Bid (IFB)

Date Issued: December 8, 2015

Subject: Signal Cabinets, Signal Controllers, and Software		Ref. No. 12-004-216-SH-181
Due Date: December 30, 2015	Time Due: 2:00 PM CST	Tentative Award Date: January 28, 2016

1.0 STANDARD TERMS AND CONDITIONS

- 1.1 General Description of Work – Bidder shall provide Advanced Traffic Control (“ATC”) Cabinets, ATC Controllers, and Local Intersection Control Software (“Software”) for the City of Cedar Park, Texas as per the specifications listed in this document.
- 1.2 This Invitation for Bid (“IFB”) shall be on file in the Purchasing Office, City of Cedar Park (the “City”), City Hall, 450 Cypress Creek Rd. Bldg. 1, Cedar Park, Texas 78613, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Bidders”) from the Date Issued until the Due Date and Time.
- 1.3 **Bidders are expected to examine all documents that make up this IFB. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the IFB. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete Bids. READ THIS IFB FULLY AND CAREFULLY. BIDS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE BID.**
- 1.4 All responses to this IFB (“Bids”) shall be submitted on the attached response forms (Sections 3-12 of this IFB). Bids must be received by the City of Cedar Park Finance Department at or before 2:00 PM CST on December 30, 2015. Each Bid must be properly identified with the subject title and date and time. Bids shall be submitted BOTH (1) in written, hard-copy format, and (2) in electronic format on a CD or USB drive, and delivered in a sealed envelope via mail, courier service, or hand delivery to:

City of Cedar Park
Attn: Karin DeVasto, Purchasing Manager
450 Cypress Creek Rd. Bldg. 1
Cedar Park, Texas 78613

FAXED, INCOMPLETE, AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.

1.5 All Bids shall be addressed as shown below:

Request for Bid on: Signal Cabinets, Signal Controllers, and Software

Reference Number: IFB #12-004-216-SH-181

Due Date and Time: December 30, 2015, 2:00 PM CST

- 1.6 During the pendency of this IFB, Bidder shall not contact any City staff except those designated herein this IFB or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to Karin DeVasto by e-mail at Purchasing@cedarparktexas.gov. No phone calls related to IFB will be accepted. Please reference the above-designated IFB number and the line number being referenced. Non-compliance with this provision may result in rejection of the Bid.
- 1.7 Any material information provided one Bidder concerning this IFB shall be provided to all Bidders who have received the IFB through the Texas Bid System website. An addendum will be issued if necessary.
- 1.8 Receipt of an addendum to a Bid must be acknowledged by signing and returning the addendum with the Bid.
- 1.9 All information required of the Bidder, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Bid Response Form (Article 5.0 of this IFB) will disqualify Bidder. Persons signing the Bid shall have the authority to sign the Bid on Bidder's behalf and shall be an officer or person authorized to bind the entity they represent to this Bid.
- 1.10 Each and every deviation from the terms, conditions, specifications, or performance requirements of this IFB shall be listed on the Deviation Form (Article 7.0 of this IFB) upon submission of your Bid. Listing of deviations is an integral and required part of your Bid. Any deviations not listed on the Deviation Form (Article 7.0 of this IFB) upon submission of your Bid will not become part of the contract awarded by the City pursuant to this IFB.
- 1.11 Bids will be opened at 2:00 PM CST on December 30, 2015. Bids cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Bidder or Bidder's agent. No Bid may be withdrawn after the date and time of opening without approval of the Purchasing Manager.
- 1.12 The City reserves the right to accept and/or reject any and all submitted Bids or any part t hereof, waive immaterial errors, and award the contract in the best interest of the City.
- 1.13 The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this IFB.
- 1.14 In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the City will apply. An opened Bid may not be changed for the purpose of correcting any error by the Bidder or Bidder's agent.

- 1.15 It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Bidder offering the best value, and not necessarily to the Bidder offering the lowest price. A Bid may be evaluated and selected on the basis of safety record, interoperability with other equipment or component, reputation, experience, past performance, product quality and features, and/or delivery schedule.
- 1.16 If, at any time, the successful Bidder fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this IFB, or any contract awarded and entered pursuant thereto, the City reserves the right to:
 - 1.16.1 Purchase Signal Cabinets, Signal Controllers, and Software on the open market and charge Bidder the difference between its contract price and new contractor's price;
 - 1.16.2 Deduct charges from successful Bidder's invoice at the time it is due; or
 - 1.16.3 Cancel the contract at the City's convenience, without penalty, by furnishing written notice of termination to Bidder, and select another Bid and award a contract to its Bidder pursuant to the terms thereof.
- 1.17 At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to the date of termination.
- 1.18 If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Bidder or Bidder's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Bidder will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.19 All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
- 1.20 All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.21 Once a Bid has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be in the City's sole discretion.
- 1.22 Any contract awarded pursuant to this IFB is not assignable.
- 1.23 The City is tax exempt under Tax code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- 1.24 Invoices for partial payment must be approved in advance by the Purchasing Manager.
- 1.25 Bidders shall include a Material Safety Data Sheet (MSDS), if applicable.

- 1.26 Undisputed payments will be submitted to Bidder with in thirty (30) days from receipt of original invoice.
- 1.27 Any contract awarded pursuant to this IFB shall be governed by the Uniform Commercial Code. Wherever the “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Bidder.
- 1.28 Any bid and its contents are subject to the Texas Public Information Act. Pricing is not confidential information. Bidders who include information in a Bid that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it “Trade Secret” or “Confidential” at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Bid in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Bid, Bidder shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:
- Office of the Attorney General
Open Records Division
P.O. Box 12548
Austin, TX 78711
Fax 512-463-2092
- 1.29 The obligations of the parties under a contract awarded through this IFB are primarily performable in Williamson County, Texas. Exclusive venue shall be Williamson County, Texas, and any contract awarded under this IFB shall be governed by the laws of the State of Texas.
- 1.30 At the time the contract is awarded, the selected bidder must be registered with the Texas Secretary of State and be licensed to transact business in the State of Texas.
- 1.31 The City may, at its option, offset any amounts due and payable under a contract awarded under this IFB against any debt (including taxes) lawfully due to the City from the successful Bidder, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.
- 1.30 No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Bidder(s) or personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company.
- 1.31 The awarded contract is subject to the appropriation of funds by the City Council in the City’s budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any

monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.

2.0 SPECIAL TERMS AND CONDITIONS

2.1 Insurance.

2.1.1 The successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this IFB, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability

- i. Bodily Injury & Property Damage
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

2.1.2 The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits

- i. Bodily Injury & Property Damage
Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person
- iii. Uninsured/Underinsured Motorist \$100,000

2.1.3 Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Cedar Park at 450 Cypress Creek Rd., Cedar Park, Texas 78613.

2.2 Damage Provision.

2.2.1 If in performance pursuant to an awarded contract, successful Bidder, or Bidder's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, Bidder shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to successful Bidder an invoice stating the actual cost of

repairing or replacing the damaged property. Successful Bidder shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Bidder refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Bidder for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Bidder, or Bidder's employee, affiliate, representative, partner, subcontractor, or agent.

2.3. Bid Terms - By signing and submitting this Bid, Bidder agrees:

- 2.3.1 To hold this Bid open for one hundred twenty (120) days after the Due Date for review of the Bid.
- 2.3.2 That orders will be delivered, "F.O.B., Destination, Inside" delivery within the time specified in the Bid after receipt of order by fax, in-person, or by mail.
- 2.3.3 To furnish goods and services in strict compliance with the terms, conditions, Specifications, and performance requirements of this IFB.
- 2.3.4 That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via mail, courier, or personal delivery to:

City of Cedar Park
Finance Department
Attn: Accounts Payable
450 Cypress Creek Rd. Bldg. 1
Cedar Park, Texas 78613

Or e-mailed to accounts.payable@cedarparktexas.gov

- 2.3.5 Do not include Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate; and
- 2.3.6 The City shall notify the successful Bidder of any contested invoice(s) in writing, and the City and successful Bidder shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Bidder's receipt of said notice of dispute.
- 2.3.7 The successful Bidder shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this IFB.

3.0 SPECIFICATIONS

3.1. General Specifications.

- 3.1.1** Bidder shall provide Advanced Traffic Control (“ATC”) Cabinets, ATC Controllers, and Local Intersection Control Software (“Software”) for the City of Cedar Park, Texas as per the specifications listed in this document. The ensuing contract will be for a term of one year and will automatically renew four (4) times for one (1) year terms unless either party gives the other party notice of its intent not to renew the Agreement sixty (60) days prior to the end of the current term. The successful Bidder shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this IFB.
- 3.1.2** The City will purchase the ATC Cabinets, ATC Controllers, and Software as needed. The purchases may be for all three items at one time, individual item, combination of items, or components of the items for repair purposes. Bidder should be able to provide all three items both together and separately and be able to provide replacement parts to each item.
- 3.1.3** Bidder must guarantee that bid for ATC Cabinets, ATC Controllers, and/or Software will be able to operate within the specifications of the other items even if not placing a bid on other items i.e. if only bidding on ATC Controller, bidder must guarantee that controller will fit within the ATC Cabinet and be operated using the Software.
- 3.1.4** Bid for the software must guarantee that the software will be fully compatible with Transparency TMS software which is currently used in the City’s Traffic Management Control Center.

3.2. ATC Cabinet Specifications

3.2.1. This specification describes the Advanced Transportation Controller Cabinet (ATCC) for the City of Cedar Park. The ATC Cabinet serial interconnected cabinet family is a group of cabinets designed to fulfill a variety of transportation applications. This document is specific to the 120 Vac (HV) version of the cabinet.

3.2.2. As a part of the ATC Cabinet, the intention is to standardize on internal assemblies regardless of the specific housing configuration of the ATC Cabinet chosen. The common parts shall include:

- Service Assembly (SA),
- Input Assembly (IA), Output Assembly (OA),
- AC Clean Power Bus,
- Combo SB1/SB2 and DC Power Bus
- Field Input Termination Assembly (FITA)
- Field Output Termination Assembly (FOTA).
- The housing and the cage(s) shall depend on the ATC Cabinet configuration.
- The ATC Cabinet Inspection and Testing Requirement shall comply with the Electrical, Environmental and Testing Requirements of the ITS Cabinet Standard v01.02.17b.

3.2.3. Functional and physical requirements of the corresponding ATC Cabinets. Cabinet Housings shall include, but not be limited to, the following:

- Enclosure & Doors
- Gasketing
- Lifting Eyes & External Bolt Heads
- Door Latches & Locks
- Ventilation
- Cage Supports & Mounting
- Door Hinges & Catches
- Police Panel
- Aluminum Surfaces

3.2.3.1. Housing shall be rainproof. It shall have front and rear doors, each equipped with a lock and handle. The enclosure top shall be crowned to prevent standing water.

3.2.3.2. Material Thickness of enclosure, doors, lifting eyes, gasket channels, police panel door, spacer supports and all supports welded to the enclosure and doors shall be fabricated of 0.125 inch minimum thickness aluminum sheet. The filter shell, filter trough, fan support and police panel enclosure shall be fabricated of 0.080 inch minimum thickness aluminum sheet. The spacer supports shall have the option to use 0.059 inch minimum stainless steel sheet.

3.2.3.3. Welds of all exterior seams for enclosure and doors shall be continuously welded and shall be smooth. All edges shall be filled to a radius of 0.03125 inch minimum. Exterior cabinet welds shall be done by gas Tungsten arc TIG process only. ER5356 aluminum alloy bare welding electrodes conforming to AWS A5.10 requirements shall be used for welding on aluminum. Procedures, welders and welding operators shall conform to the requirements and practices in AWS B3.0 and C5.6 for aluminum. Internal cabinet welds shall be done by gas metal arc MIG or gas Tungsten arc TIG process.

3.2.3.4. Aluminum Surface Protection shall be either MILL FINISH or ANTI-GRAFFITI Paint. Aluminum surface shall be cleaned, etched and rinsed. The cleaning and etching procedure shall be to immerse in inhabited alkaline cleaner at 71 degrees C for five minutes (Oakite 61A, Diversey 909 or equivalent in mix of the 6 to 8 ounces per gallon to distilled water). Rinse in cold water. Etch in a sodium solution at 66 degrees C for 5 minutes 90.5 ounce sodium fluoride plus 5 ounces of sodium hydroxide mix per gallon to distilled water. Rinse in cold water. Desmut in a 50% by volume nitric acid solution at 20 degrees C for 2 minutes. Rinse in cold water. Dry surfaces by preheating in an oven for 15 minutes at 400 degrees F. Remove and coat the surfaces using TCI Wheel Silver # 9811- 0110 with a minimum film build of not more than 2 mils total thickness. Place back into preheated oven for 10 minutes minimum at 360 degrees F to gel the base coat. Remove and coat the surfaces using TCI Anti-graffiti Clear # 9810-0231. Place back into oven and fully cure at 380 degrees F for 40 minutes.

3.2.3.5. Enclosure Door Frames shall be double-flanged out on all four sides and shall have strikers to hold tension on, and to form a firm seal between, the door gasketing and the

frame. The dimension between the door edge and the enclosure external surface when the door is closed and locked shall be 0.156 inch (+/-0.08 inches).

- 3.2.3.6. Gasketing shall be provided on all door openings and shall be dust-tight. Gaskets shall be 0.25 inches minimum thickness closed cell neoprene or silicone (BOYD R-108480 or equal) and shall be permanently bonded to the metal. A gasket top and side channels shall be provided to support the top gasket on the door to prevent gasket gravitational fatigue
- 3.2.3.7. Cage Mounting Supports shall be provided on either side, level with the bottom edge of the door opening, for horizontal support and bolt attachment; side cage supports provided for the bracket cage supports; and bracket cage support attachments.
- 3.2.3.8. The housing shall be provided with 2 lifting eyes for placing the cabinet on its foundation. Each eye opening shall have a minimum diameter of 0.75 inch. Each eye shall be able to support the weight load of 1000 lbs. All bolt heads shall be tamperproof type.
- 3.2.3.9. The latching handles shall have provision for padlocking in the closed position. Each handle shall be 0.75 inch minimum diameter stainless steel with a minimum of 0.50 inch shank. The padlocking attachment shall be placed at 4 inch from the handle shank center. An additional 4 inch minimum gripping length shall be provided.
- 3.2.3.10. The latching mechanism shall be a three-point draw roller type. The pushrods shall be turned edgewise at the outward supports and have a cross section of 0.25 inch thick by 0.75 inch wide minimum. Rollers shall have a minimum diameter of 0.875 inch with nylon wheels and steel ball bearings. When the door is closed and latched, the door shall be locked. The lock and lock support shall be rigidly mounted on the door. The lock shall be mounted in the upper quadrant, above the handle when in its full open position. In the locked position, the bolt throw shall extend a minimum of 0.25 inch (+/-0.03125 inches) into the latch cam area. A seal shall be provided to prevent dust or water entry through the lock opening.
- 3.2.3.11. The locks shall be Corbin 2 type. One key shall be supplied with each lock. The keys shall be removable in the locked position only. The locks shall have rectangular, spacing loaded bolts. The bolt shall have a 0.281 inch throw and shall be 0.75 inch wide by 0.375 inch thick. Tolerance is 0.035 inch. A swing away cover shall be placed over the key entrance to protect the lock mechanism.
- 3.2.3.12. The center latch cam shall be fabricated of a minimum thickness of 0.188 inch aluminum, or 11 gauge steel. The bolt surface shall horizontally cover the cam thickness. The cam shall be structured to only allow the door to open when the handle is moved toward the center of the door.
- 3.2.3.13. Housing Ventilation shall including intake, exhaust, filtration, and continuous running fan assembly or a thermostat controlled fan. The louvered vent depth shall be a maximum of 0.25 inch. A removable and reusable air filter shall be housed behind the door vents. The filter filtration area shall cover the vent opening area. A filter shell

shall be provided that fits over the filter providing mechanical support for the filter. This shell shall be louvered to direct the incoming air downward. The shell sides and top shall be bent over a minimum of 0.25 inch to house the filter. The filter resident in its shell shall be held firmly in place with a bottom trough and spring loaded upper clamp. No incoming air shall bypass the filter. The bottom filter shall be formed into a waterproof sump with drain holes to the outside housing. The filter shall be 16 inch wide by 12 inch high by 0.875 inch thick. The filter shall be an ECO-AIR Product E35S or equal. The intake (including filter with shell) and exhaust areas shall pass a minimum of 60 cubic feet of air per minute for housing #1; 120 cubic feet of air per minute for Housing #3; and 26 cubic feet of air per minute for housing #2.

- 3.2.3.14. Each electric fan shall be equipped with ball or roller bearings and shall have a minimum capacity of 100 cubic feet of free air delivery per minute. The fan shall be mounted within the housing and protected with a finger guard. The fan should be powered from 120 Vac.
- 3.2.3.15. Stainless steel hinges (two bolts per leaf) shall be provided to bolt the enclosure to the doors. Housing #1 and housing #3 shall have four hinges per door, and housing #2 shall have three hinges per door. Each hinge shall be 3.5 inch minimum length and have a fixed pin. The pin ends shall be welded to hinge and ground smooth. The pins and bolts shall be covered by the door edge and not accessible when the door is closed. A ground strap between the door and the main cabinet housing shall be required when 120 VAC components are mounted on the door.
- 3.2.3.16. Front and rear doors shall be provided with catches to hold the door open at both 90 and 165 (+/-10) Degrees. The catch minimum diameter shall be 0.375 inch aluminum rods. The catches must be capable of holding the door open at 90 degrees in a 60 mph wind acting at an angle perpendicular to the plane of the door.
- 3.2.3.17. A police panel assembly shall be provided to allow limited control access. The panel door shall be equipped with a lock and master police key. The front and back of the panel shall be enclosed with a rigid metal covering so that no parts having live voltage are exposed. The panel assembly shall have a drain to prevent water from collecting within the assembly. The drain shall be channeled to the outside. The series 35X cabinets shall have one switch provided and labeled "SIGNALS ON - OFF" and one switch provided and labeled "FLASH / AUTO". The MANUAL CONTROL ENABLE ON-OFF switch and a receptacle for the INTERVAL ADVANCE cord shall be provided. An INTERVAL ADVANCE cord, six feet in length, shall be provided.
- 3.2.3.18. A standard rack cage shall be installed inside the housing for mounting of the ATC Controller unit and cabinet assemblies. The EIA rack portion of the cage shall consist of four continuous, adjustable equipment mounting angles. The mounting angle nominal thickness shall be 11- gauge plated steel. The mounting angles shall be tapped with 10-32 threads with EIA universal spacing. The mounting angle shall comply with standard EIA-310-B and shall be supported at the top and bottom by either welded or bolted support angles to form a cage. The mounting angles shall provide holes to mount the side panels.

- 3.2.3.19. Clearance between rails for mounting assemblies shall be 17.75 inch.
- 3.2.3.20. The cage shall be bolted to the cabinet at four points via the housing cage supports and four points via associated spacer brackets (top and bottom).
- 3.2.3.21. The cage(s) shall be centered within the cabinet door opening(s).

3.2.4. ATC Cabinet Assemblies

- 3.2.4.1. The Assemblies shall be completely removable from or installable in the ATC Cabinet cage without removing any other equipment and using only a standard slotted or Phillips screwdriver.
- 3.2.4.2. All equipment in the ATC Cabinet shall be clearly and permanently labeled. The marker strips shall be made of material that can be easily and legibly written on using a pencil or ballpoint pen. Marker strips shall be located immediately below the item they are to identify and must be clearly visible with the items installed.
- 3.2.4.3. Guides (top and bottom) shall be provided for assembly plug-in units. The guides shall begin 0.50 inch from the assembly front panel face.
- 3.2.4.4. High-voltage components (over 50 V) shall not be exposed per NEC.
- 3.2.4.5. All fuses, circuit breakers, switches (except police panel switches) and indicators shall be readily visible and accessible when the ATC Cabinet front door is open.
- 3.2.4.6. When servicing the ATC Cabinet the Output Assembly, Input Assembly, Cabinet Power Supply, and Controller shall be replaceable without putting the intersection into a dark condition, i.e. Flash mode shall be maintained.
- 3.2.4.7. Wire raceway shall be integrated as part of the ATC Cabinet allowing for neat internal and field wiring.
- 3.2.4.8. Output Assembly 24VDC bypass switch shall provide a momentary 24VDC voltage to the HDSPs during flash mode for troubleshooting purposes.
- 3.2.4.9. All Assemblies shall be modular with pluggable cabling.
- 3.2.4.10. Replacing the ATC Cabinet fan shall not require any tool.
- 3.2.4.11. The 16-Channel Output Assembly shall be an EIA-310B rack mounted assembly. The Output Assembly shall house eight Model 2202-HV Universal High-Density Switch Pack / Flasher Units (HDSP-FU) providing forty eight load circuits.
- One resident Model 2218 Serial Interface Unit (SIU2) shall provide interface and control.

- The Output Assembly shall house a CMUip-2212-HV Cabinet Monitor Unit (CMUip), Main Contactor, Stop Time Switch, Flash / Auto Switch, four Circuit Breakers and Momentary 24VDC Bypass Switch.
- 3.2.4.12. The 32-Channel Output Assembly shall be an EIA-310B rack mounted assembly. The Output Assembly shall house sixteen Model 2202-HV Universal High-Density Switch Pack / Flasher Units (HDSP-FU) providing ninety six load circuits.
- Two resident Model 2218 Serial Interface Units (SIU2) shall provide interface and control.
 - The Output Assembly shall house a CMUip-2212-HV Cabinet Monitor Unit (CMUip), the Main Contactor, Stop Time Switch, Flash / Auto Switch, eight Circuit Breakers and Momentary 24VDC Bypass Switch.
- 3.2.4.13. Field Output Termination Assembly (16-Channel) shall be coupled with the 16-Channel Output Assembly and shall house eight Model 2205 High-Density Flash Transfer Relays (HDFTR). The HDFTR and Flash Program Blocks (FPB) shall be provided to control and select the color (red, yellow, or dark) during ATC Cabinet Flash mode. Transient Protectors shall be provided at the field terminals for the protection of the HDSP-FU when requested.
- 3.2.4.14. Field Output Termination Assembly (32-Channel) shall be coupled with the 32-Channel Output Assembly and shall house sixteen Model 2205 High-Density Flash Transfer Relays (HDFTR). The HDFTR and Flash Program Blocks (FPB) shall be provided to control and select the color (red, yellow, or dark) during ATC Cabinet Flash mode. Transient Protectors shall be provided at the field terminals for the protection of the HDSP-FU when requested.
- 3.2.4.15. Input Assembly (24-Channel) shall be an EIA-310B rack mounted assembly providing twelve slots of 22/44 pin PCB sockets. A Model 2218 Serial Interface Unit (SIU2) shall be provided in its location mated to a DIN 96-pin connector. The SIU2 shall provide interface and control between the ATC Controller and the input units via system SB1/SB2. This Input Assembly shall be wired for a mix of twelve 2-channel and 4-channel devices.
- 3.2.4.16. Input Assembly (48-Channel) shall be an EIA-310B rack mounted assembly providing twelve slots of 22/44 pin PCB sockets. Two Model 2218 Serial Interface Units (SIU2) shall be provided in its location mated to a DIN 96-pin connector. The SIU2 shall provide interface and control between the ATC Controller and the input units via system SB1/SB2. The Input Assembly shall be capable of supporting twelve 4-channel devices. This Input Assembly shall be wired for a mix of twelve 2-channel and 4-channel devices.
- 3.2.5. Service Assembly (1-Flasher)** The Service Assembly shall be modular and shall be mounted on the lower left of the EIA when viewed from the front. It shall house: a Model 2202-HV Universal HDSP-FU, EDCO SHA-1250 or approved equal, BBS landing wire terminals, GFCI, Convenient Outlets and Circuit Breakers.

3.2.6. Service Assembly (2-Flasher) shall be modular and shall be mounted on the lower left of the EIA when viewed from the front. It shall house: two Model 2202-HV Universal HDSP-FU, EDCO SHA-1250 or approved equal, BBS landing wire terminals, GFCI, Convenient Outlets and Circuit Breakers.

3.2.7. SB1/SB2 and DC Power Bus shall include eight DB25 connectors to interconnect the SB1/SB2 communication ports of the assemblies and controller. It shall include a termination circuit at the end of the connections (S8) to prevent radio frequency signal reflection. SB1/SB2 and DC Power Bus shall include one Phoenix plug block or equal to bring the DC power to the SB1/SB2 and DC Power Bus; such power shall be distributed to the ATC Cabinet Assemblies through seven Phoenix receptacle blocks or equal. The copper traces for the DC voltages shall support at least 10 Amps. The SB1/SB2 and DC Power Bus shall be mounted in the EIA rails and it shall swing out to provide access to the back of the assemblies mounted in the opposite side.

3.2.8. The AC Clean Power Bus shall include eight single NEMA 5-15 receptacles, to provide AC clean power to the ATC Cabinet Assemblies, the controller and Cabinet Power Supply. It shall be mounted on the EIA rails and it shall swing out to provide access to the back of the assemblies mounted in opposite side.

3.2.9. ATC Cabinet Components

3.2.9.1. Model 2202-HV Universal High-Density Switch Pack / Flasher Units (HDSP-FU) shall be/have:

- Two channels per card
- 6 outputs rated at 5 mA to 1 Amp (1-135 watts)
- Over-current protected
- Load current monitored for each output
- Modular PCB-based plug-in device containing six solid-state switches
- 1.2" x 4.5" card format with DIN style connector
- LED compatible to <2 watts
- CMUip controlled output over-ride for fail-safe operation
- "ID" Led for each channel driven by CMUip based trouble-shooting
- Serial Bus #3 compatible

3.2.9.2. When located in the Service Assembly, the Model 2202-HV HDSP-FU shall be/have:

- Two channels per card
- Four outputs rated at 5 mA to 2 Amps each
- Over-current protected
- Load current monitored for each output
- Modular PCB-based plug-in device containing four solid-state switches
- 1.2" x 4.5" card format with DIN style connector
- Supports CMUip Flasher Alarm function
- Model 2212-HV Cabinet Monitor Unit (CMUip)
- The CMUip-2212-HV Cabinet Monitor Unit (CMUip) shall be a compact, pluggable and modular.
- 32 channel fully monitor output capability

- Direct SB#3 communication to each HDSP-FU for field voltage and load current status
- Ethernet port for diagnostics
- CMUip is programmed with interchangeable Datakey
- Built-in Diagnostic Wizard: The CMUip analyzes the ATC Controller output commands and HDSP-FU field input status
- Isolates whether the cabinet fault was caused by an ATC malfunction or a failure in the load bay or field wiring
- Identifies the faulty channel(s) and output directly
- Provides guidance on how the technician should isolate the cause of the malfunction

3.2.9.3. Model 2220 Auxiliary Display Unit (ADU) ADU-2220 shall be a rack mounted display module with:

- 32 channels of RYG status plus a Blue LED for fault status provides a full view of the intersection signal states.
- The LCD menu driven display provides detailed status information from the CMUip along with an interface to the patented EDI SmartMonitor® technology.
- The built-in Diagnostic Wizard provides a concise view of the signal states involved in the fault, pinpoints faulty signal inputs, and provides guidance on how the technician should isolate the cause of the malfunction.
- View status, configuration settings, voltages, currents, and event logs.

3.2.9.4. Model 2218 Serial Interface Unit (SIU2) shall be a modular PCB-based plug-in device and will:

- SIU2 Be housed in each Input and Output Assembly.
- The SIU2 cConvert serial data from the ATC Controller into parallel outputs to the assembly.
- The SIU2 Convert parallel inputs from the assembly into serial data to the ATC Controller.
- Have 54 programmable inputs / outputs

3.2.9.5. 4 opto-isolated inputs

3.2.9.6. Diagnostic monitoring software uses the front panel EIA-232 port

3.2.9.7. 1.5 inch width faceplate

3.2.9.8. Model 2216 Cabinet Power Supply (CPS)

3.2.10. The PS-2216 Cabinet Power Supply (CPS) shall be a rack mounted and high efficiency design and shall be either of the following:

3.2.10.1. PS2216EP-24-HV Cabinet Power Supply (48v, 24v)

3.2.10.2. PS2216-2412-HV Cabinet Power Supply (48v, 24v, 12v)

- Outputs:
 - 1 Amp at 48 Vdc

- 5 Amps at 24 Vdc (maximum)
- 5 Amps at 12 Vdc (maximum) for PS-2216-2412 only
- Power Factor corrected input
- 1U height with Phoenix connector or equal
- Fuse and LED indicator for each output

3.2.11. Model 2205 High-Density Flash Transfer Relay (HDFTR) shall be/have:

- Hermetically Sealed Cover - Moisture proof, prevents contact contamination, insect proof (fire ant, etc.)
- Dry Nitrogen Filled - Protects contacts from corrosion, prevents condensation
- Metal Can - Robust design, shock/impact resistant
- Solid Pins - Robust, bend proof
- Ratings: 5 Amps @ 120 Vac switching, 10 Amps surge
- 48 Vdc coil voltage
- LED indicator to display contact transfer position
- Main Contactor
- Input: 48 Vdc coil voltage
- Output: 60 Amps @ 120Vac
- Contacts: SPST-NO
- Equipped with input indicator
- Operation at rated current:1,000,000
- Power: less than 3 Watts
- Located in the Output Assembly

3.2.12. ATCC Cabinet Configuration Example:

3.2.12.1. General - The ATC Cabinet shall consist of Assemblies and Components needed to carry out a specific application. ATC Cabinet versions provided here are EXAMPLES of possible configurations.

3.2.12.2. Traffic Signal Cabinet Application:

- 4-Door Base Mounted Cabinet with Type “P/R” Footprint
- 2-Door Base Mounted Cabinet with Type “332” Footprint
- 2-Door Base, Pedestal, or Pole Mounted Cabinet with Type ”336” Footprint
- 1- Door Base, Pedestal, or Pole Mounted Cabinet with Type “303” Footprint

3.2.12.3. The ATC Cabinet shall also be supplied with the following components:

- Output Assembly (16-Channel):
 - (1-8ea **) Model 2202-HV HDSP-FU
 - (1 ea) Model 2218 SIU2
 - (1 ea) Model 2212-HV CMUip
- Output Assembly (32-Channel):
 - (1-16ea **) Model 2202-HV HDSP-FU
 - (2 ea) Model 2218 SIU2
 - (1 ea) Model 2212-HV CMUip
- Field Output Termination Assembly (16-Channel):
 - (1-8 ea **) Model 2205 HDFTR

- (1-8 ea **) Transient Protector
- (16 ea) Red Flash Program Blocks
- (4 ea) Yellow Flash Program Blocks
- (4 ea) White Flash Program Blocks
- Field Output Termination Assembly (32-Channel):
 - (1-16 ea **) Model 2205 HDFTR
 - (1-16 ea **) Transient Protector
 - (32 ea) Red Flash Program Blocks
 - (8 ea) Yellow Flash Program Blocks
 - (8 ea) White Flash Program Blocks
- Input Assembly (24-Channel):
 - (1 ea) Model 2218 SIU2
- Input Assembly (48-Channel):
 - (2 ea) Model 2218 SIU2
- Service Assembly (1-Flasher):
 - (1 ea) Model 2202-HV HDSP-FU
 - (1 ea) EDCO SHA-1250 or approved equal
- Service Assembly (2-Flasher):
 - (2 ea) Model 2202-HV HDSP-FU
 - (1 ea) EDCO SHA-1250 or approved equal

3.3. Controller Specifications

3.3.1. Controller shall meet or exceed the following standard where applicable:

- Caltrans TEES (Transportation Electrical Equipment Specifications) 2009 standards
- ATC (Advanced Transportation Controller) 5.2b standard
- NTCIP (National Transportation Communications for ITS Protocol)1201/1202

3.3.2. The controllers shall have the following components and features:

- Linux Operating system
- Freescale PowerQUICC II Pro microprocessor
- Memory
 - 16MB Flash memory
 - 128MB DDR RAM (expandable)
 - 2MB non-volatile SRAM
- Backup real-time clock (RTC)
- Communication interfaces:
 - ACIA (up to 115.2 Kbps)/ 2 SDLC (up to 614 Kbps)
 - ENET 1: 100 Base-T Ethernet switch, 1 uplink, and 3 additional ports
 - ENET 2: 100 Base-T Ethernet port dedicated for local communications (i.e. laptop or similar)
 - 2 High Speed USB v2.0 ports
- 8 lines x 40 characters Display Front panel interface
- 3 x 4 navigation and 4 x 4 data entry keypads
- Rear connectors C1S, C11S, C12S Cabinet interfaces
- General Specifications:
 - Caltrans 2070E Style

- 7" H x 19" W x 13" D Dimensions (rounded to the nearest inch)
- 19" EIA (Electronics Industry Alliance) rack mount form factor
- 89 VAC to 135 VAC, 60 Hz (± 3 Hz) power
- Environment:
 - Operating Temperature -37° C to +74° C
 - Humidity 0 to 95% (non-condensing)
- Weight 12 lbs (depends on final module configuration)

3.4. Local Intersection Control Software Specifications

3.4.1. Software shall be compatible with the following ATC (5.2b) controller hardware platforms:

- ATC 2070
- ATC NEMA TS 2 Type 1
- ATC NEMA TS 2 Type 2

3.4.2. Software shall be compatible with the following cabinet styles:

- Caltrans 2070
- NEMA TS 2 Type 1
- NEMA TS 2 Type 2
- ITS (Intelligent Transportation System) Standard Specification for Roadside Cabinets v01.02.17b

3.4.3. Software shall have the following features:

- Phases
 - 16 volume/density vehicle phases
 - 16 pedestrian phases
 - 4 rings
 - Automatic barrier calculation based on compatible phases
 - Variable phase sequence
 - Exclusive pedestrian-phase operation
 - Alternate timing for special vehicles or pedestrians
 - Advance and delayed WALK operation
 - 4 phase banks
- Coordination
 - 253 250 patterns
 - Phase sequence selection by pattern
 - Recall selection by pattern
 - Fixed, floating, manual force off selection
 - Reference cycle to beginning or end of green
 - Change phase, overlap, or detector options by pattern
- Inputs
 - 16 alarm inputs
 - 16 Special function inputs
- Outputs
 - 16 special function outputs
 - 8 auxiliary outputs
- Field I/O
 - All input and output functions are individually assignable (I/O map)

- 64 Internal logic gates
- Detection
 - 128 local detectors
 - 32 system detectors
 - Phase assignments configurable per detector
 - Each detector supports all NTCIP detector options including count, call, and extension
 - Delay and extend
 - Volume/occupancy configurable per detector
 - Detector failure monitoring (stuck on, stuck off, and erratic calls) configurable by time-of-day (TOD)
- Communications
 - NTCIP (1201/ 1202) & AB3418E
 - Data validation during download process
 - USB for quick database upload/download, firmware upgrades, log retrieval
 - All industry standard communication infrastructures supported
 - Support NTP client or server configuration
- Preemption
 - 8 preemption sequences
 - Each sequence can be configured for railroad or emergency vehicle
 - Definable priority and “linking”
 - Flash, limited service
- Overlaps
 - 16 vehicle overlaps
 - 16 pedestrian overlaps
 - Negative vehicle and pedestrian phases
 - Flashing yellow arrow (PPLT)
- Time of Day Scheduler
 - 64 schedules
 - 64 day plans
 - 48 events
- Time of Day/Day of Week Functions
 - Minimum, maximum, and soft recall
 - Red rest by phase
 - Vehicle recall by phase
 - Detector plan
 - Pedestrian recall by phase
 - Rest in walk
 - Alternate phase timings and options
 - Alternate detector configuration and diagnostics
 - Alternate overlap configuration
 - Phase omit
 - Pedestrian omit
 - Phase sequence
 - Conditional service
 - Second phase maximum
- Logs
 - NTCIP Global Reporting conformance group for user defined event logging

- Cycle-based measures of effectiveness (MOE)
- Detector volume, occupancy and speed
- Transit Signal Priority (TSP)
 - Priority can be granted in either free or coordinated mode
 - Detection Modes
 - Presence
 - Check-in/check-out on leading or trailing edge of detection
 - Trigger (check-in only)
 - Automatic checkout after fixed time or on first green of priority phase after expected arrival
 - Remote request from central system
 - Input types
 - Normal (not pulsing) Priority inputs
 - Pulsing Multiplexed Preempt Inputs(6.5 or 13Hz, i.e. Opticom low priority inputs)
 - Input processing
 - Minimum on time (leading edge filter)
 - Minimum off time (trailing edge filter)
 - Maximum on time (stuck on filter)
 - Delay (delay leading edge)
 - Extend (extend trailing edge)
 - Priority status output
 - Unique output for each priority strategy, assignable in I/O mapping
 - Multiple concurrent requests
 - By default, all strategies have equal precedence - first expected arrival served first
 - Option to allow selected lower-numbered strategies to override higher-numbered strategies. (e.g. main street requests take precedence over side street requests)
 - Priority service features
 - Early green
 - Extended green
 - Phase insertion (call phases)
 - Omit phases
 - Omit peds
 - Queue jump
 - Configuration options
 - 16 unique priority strategies
 - Strategy can be associated with an intersection approach, vehicle type, etc.
 - 4 priority strategy sets
 - Each set contains settings for 16 priority strategies
 - Active set is selected by pattern, so priority configuration is changeable by time of day, system command, etc.
 - Priority service phase(s)
 - Estimated Time of Arrival (ETA)
 - Limits for phase reduction and extension time

- Enable/disable selected priority strategies
 - Per strategy
 - Global value for all strategies
- Headway time
 - Per strategy
 - Global value for all strategies
- Preempt lockout time
 - Per strategy
 - Global value for all strategies
- Logging of TSP events
 - Viewable on controller front panel
 - Uploadable to central system
- Reporting of real-time TSP service status
 - Controller front panel
 - Reporting to central system
- Optional PC-based software enables advanced request generation logic, monitoring and reporting

4.0 PRICING

The undersigned hereby declares: To have carefully examined the bid documents, including all addenda; Have a clear understanding of said documents and premises; Propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and to furnish all labor, materials and services specified in the bid or called for in the contract documents for the lump sum prices as indicated below.

ATC Cabinet

- Cabinet Style #1 - Full-size 4-door (2 front, 2 back) base mounted cabinet that matches NEMA P and R footprints. Approximate dimensions: 67”H x 45”W x 26”D

Cost _____

Is proposed Cabinet compatible with ATC Controller?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

Is proposed Cabinet compatible with Local Intersection Control Software?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

4.0 PRICING (Continued)

- Cabinet Style #2 - Full-size 2-door (1 front, 1 back) base mounted cabinet that matches the 332 cabinet footprint. Approximate dimensions: 67”H x 24”W x 30”D

Cost _____

Is proposed Cabinet compatible with ATC Controller?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

Is proposed Cabinet compatible with Local Intersection Control Software?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

4.0 PRICING (Continued)

- Cabinet Style #3 - 2-door (1 front, 1 back) base, pedestal, or side-of-pole mounted cabinet that matches the 336 cabinet footprint. Approximate dimensions: 46”H x 24”W x 20”D

Cost _____

Is proposed Cabinet compatible with ATC Controller?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

Is proposed Cabinet compatible with Local Intersection Control Software?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

4.0 PRICING (Continued)

- Cabinet Style #4 - 1-door base, pedestal, or side-of-pole mounted cabinet that matches the 303 cabinet footprint. Approximate dimensions: 36”H x 21”W x 18”D

Cost _____

Is proposed Cabinet compatible with ATC Controller?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

Is proposed Cabinet compatible with Local Intersection Control Software?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

4.0 PRICING (Continued)

- ATC Controller

Cost _____

Is proposed ATC Controller compatible with ATC Cabinet?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

Is proposed ATC Controller compatible with Local Intersection Control Software?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

4.0 PRICING (Continued)

- Local Intersection Control Software

Cost _____

Is proposed Local Intersection Control Software compatible with ATC Cabinet?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

Is proposed Local Intersection Control Software compatible with ATC Controller?

Yes with no modifications _____

Yes with modifications _____

No _____

Describe the Required Modifications:

Cost of modifications _____

4.0 PRICING (Continued)

Amounts must be shown in a numerical form in the spaces provided. Failure to provide any of the information may result in disqualification of the bid.

CONTRACT TIME: The Bidder agrees, if awarded the Contract, to commence work within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by owner. The term of this agreement shall be for one (1) year, beginning on the date of the notice of award. This agreement may be extended for up to four (4) additional one (1) year periods, subject to the approval of the Contractor and the City.

DOCUMENTS: Each bidder by submittal of their IFB response represents and warrants that they are satisfied as to the requirements and provisions of the contract for this project and the documents describing the scope of work.

SIGNATURE

Date

NAME & TITLE

FEDERAL EMPLOYER'S IDENTIFICATION NO.

STATE EMPLOYER'S
REGISTRATION NO.

5.0 VENDOR PROFILE

Company Name or D/B/A: _____

Telephone Numbers:

Phone: _____

Fax: _____

If there is no toll free number, does the company accept collect calls? _____

Contacts:

Corporate Contact for this Bid:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Website: _____

If local contact is the same as corporate contact, check here

Local Contact for this Bid:

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Number of years company has been in business under this name: _____

Other company names used with dates, from/to: _____

6.0 OFFER RESPONSE FORM

By signing and submitting this bid, Bidder acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Bid have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

_____ An individual proprietorship

_____ A partnership

_____ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: _____

Printed Name: _____

Title: _____

Date: _____

7.0 REFERENCES

Bidder shall submit a list of at least three (3) references for which Bidder has provided like products or services. References will include contact name and telephone number. Bids submitted without three references may be disqualified from consideration. Cedar Park/Austin area references are preferred.

Company: _____

Contact name: _____ Phone number: _____

Company: _____

Contact name: _____ Phone number: _____

Company: _____

Contact name: _____ Phone number: _____

8.0 DEVIATION OR COMPLIANCE FORM

DEVIATIONS: In the event the undersigned Bidder intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

NO DEVIATIONS: In the absence of any deviation entry on this page, Bidder assures the City of Bidder’s compliance with the Terms, Conditions, Specifications, and information contained in this IFB.

Deviation #	Deviation Title	IFB Reference (related to the deviation)	Detailed Deviation Description

All Bidders MUST COMPLETE this page.

RETURN with Bid or Proposal will be considered NON RESPONSIVE.

Our Bid is submitted according to: _____ Deviations listed above

OR _____ No Deviations

9.0 RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIDDER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CEDAR PARK, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING BIDDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON BIDDER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS IFB AND IN THE PERFORMANCE THEREOF. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

10.0 NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Bidder affirms that they are duly authorized to execute this Bid, 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 and conditions thereof have not been communicated by the undersigned Bidder, nor by Bidder's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this IFB.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

11.0 SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Bidder certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Company Name: _____

Signature of Company Officer: _____

Company Officer Printed Name: _____

Title _____

12.0 COOPERATIVE PURCHASING

Interlocal Cooperative Contracting/Purchasing:

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Cedar Park's RFP, with the consent and agreement of the successful Bidder(s) and the City of Cedar Park. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Bid. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Cedar Park is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Cedar Park is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Cooperative Governmental Purchasing:

Other governmental entities utilizing Interlocal agreements with the City of Cedar Park, may desire, but are not obligated, to purchase goods and services defined in this Bid from the successful Bidder. All purchases by governmental entities, other than the City of Cedar Park, will be billed directly to and paid by that governmental entity. The City of Cedar Park will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Cedar Park will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Cedar Park.

Yes, others can purchase; No, only the City of Cedar Park can purchase.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

13.0 CONFLICT OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to HB23. For questions about these forms, please see the Texas Ethics Commission at [Conflict of Interest Form](#)

Bidder shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Bid:

Cedar Park Mayor

- Matt Powell, Mayor

Cedar Park City Council

- Stephen Thomas, Place 1
- [Corbin Van Arsdale, Place 2](#)
- Lyle Grimes, Place 3
- Lowell Moore, Place 4
- Jon Lux, Place 5
- Kristyne Bollier, Place 6

Cedar Park City Manager

- Brenda Eivens

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship 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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> 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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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