

# **Dallas County Bid No. 2012-054-5983**

## **NOTICE TO ALL BIDDERS**

### **CERTIFICATION AND APPROVAL OF BIDDERS PRIOR TO BIDDING**

All bidders must be certified by the Dallas County's Replacement Housing Program as a qualified vendor prior to participating in any bidding process for Demolition and Reconstruction of a New Single Family Home Projects. To obtain certification material, program requirements, and all other related documents and information regarding this process please call 214-653-7627



<b>Proposal For:</b>	Demolition and Reconstruction of a New Single Family Home located at 3927 Penrod, Cockrell Hill, Tx 75211 (McCoy)	
<b>Bid No. 2012-054-5983</b>	<b>DUE DATE: April 9, 2012, 2012 @ 2:00 p.m. (CST)</b>	
<b>For Further Information Call:</b>	PURCHASING CONTACT: Gloria McCulloch	AT: 214-653-7433 <a href="mailto:Gloria.McCulloch@dallascounty.org">Gloria.McCulloch@dallascounty.org</a>
<b>Pre-Bid Conference</b>	April 2, 2012 @ 9:30 a.m. @ Dallas County Purchasing Department Records Building - 6 <sup>th</sup> Floor - 509 Main - Room 623 Dallas, Texas 75202	
<b>On-Site Construction Visit</b>	April 3 2012 @ 9:00 a.m. @ 3927 Penrod Cockrell Hill, Texas 75211	

**INSTRUCTIONS TO BIDDERS**

**PLEASE READ THE ENTIRE PACKAGE CAREFULLY**

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

Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

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

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

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

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

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

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

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

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

**Solicitation Bid No. 2012-054-5983**

**Demolition and Reconstruction of a New Single Family Home located at  
3927 Penrod, Cockrell Hill, TX. 75211 (McCoy)**

NOTICE

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

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

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

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

**DALLAS COUNTY REPLACEMENT HOUSING PROGRAM**

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**PLEASE NOTE:**

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

**I. PRE-BID CONFERENCE AND ON-SITE CONSTRUCTION VISIT**

- A.** A pre-bid conference will be held on April 02, 2012, 9:30 a.m., in the Dallas County Purchasing Department at 509 Main Street, 6th Floor, Room 623, Records Building, Dallas, Texas. The pre-bid conference will be conducted for the purpose of explaining the County's bid and pre-certification process, the specification requirements and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the bidder's perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written and responded to by the County in written communications (addendum) will be official.
- B. An on-site construction visit will be held on April 03, 2012, 9:00 a.m., at 3927 Penrod, Cockrell Hill, TX. 75211 (McCoy)**

The Pre-Bid Conference and On-Site Construction Visit are both voluntary, however it is strongly recommended that all bidders attend.

If you have questions regarding the conference or site visit, contact Gloria McCulloch at 214.653.7433 or e-mail [Gloria.McCulloch@dallascounty.org](mailto:Gloria.McCulloch@dallascounty.org).

**C. Submission of Questions**

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

The deadline for submission of written questions regarding this bid will April 4, 2012, 5:00 p.m., Central Time (CT). The official responses to all written communication will be issued in written addendum or posted as general information on the Dallas County Purchasing Department website.

Please reference the bid number in the subject line, company name, and representative name on all correspondence to Dallas County.

**NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this solicitation will be made available "exclusively" through the Dallas County website for viewing/retrieval. Bidders/Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website url: <http://www.dallascounty.org/departments/purchasing/currentbids.php>**

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

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

## II. CONTRACT DOCUMENTS/BIDDING INSTRUCTIONS

### A. INTRODUCTION

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

#### 1. SITE:

a. The City of Cockrell Hill and Dallas County require a property survey (performed by a licensed surveyor) with elevations to verify location of house on lot prior to pouring concrete to determine where drainage will be. According to the plans, the house will be no more than **1000** square feet of living space and all brick. **NOTE:** If you have any questions about the City of Cockrell Hill requirements, you may direct your questions to the City Building Inspections Department, 214-330-6333. If you have any questions about the survey, direct your questions to Dallas County's Housing Replacement Specialist, 214-653-7627

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

#### c. Site Specific Requirements

##### Site Specific #1:

Bring structure approximately 6" higher for proper drainage.

##### Site Specific #2:

Remove 1 Hackberry tree approximately 6" diameter and 10' tall

##### Site Specific #3:

Use front left corner as benchmark for replacement structure

##### Site Specific #4

Lot is narrow 50' wide which leaves only 10' width for new driveway.

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

d. Driveway will be a "concrete approach" installed in the front of the house (see site plan). Driveway will extend from the street to the face of the house, (Size: 12' wide/maximum of 35' in length with sidewalk 36" standard and 48" ADA tie from driveway to porch). Obtain Specifications for Driveway/Sidewalk and Driveway Approaches from City Building Inspector.

e. Add 6" minimum of compacted select-fill to existing grade in order to raise the slab above grade.

**2. EXTERIOR**

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

**3. FAMILY ROOM/DINING ROOM**

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

**4. BEDROOMS/HALLWAY**

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

**5. KITCHEN**

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

**6. PLUMBING**

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

1. House is on City sewer. Contact City to identify location, 214-330-6333
2. All existing water and sewer lines must be replaced.
3. Master bath shall include commode, tub and grab bars, and vanity.
4. 5' fiberglass tub/shower unit shall have a grab bar and soap holder.
5. Medicine cabinet with mirror must be installed in bathroom(s).
6. Electric water heater to be installed in approved closet or in the attic.
7. Plumbing rough-in shall include a tub bucket to sleeve the tub drain prior to the slab being poured.

7. **ELECTRICAL**

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

8. **HVAC**

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

9. **MISCELLANEOUS**

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

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

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

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

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

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

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

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



**B. DALLAS COUNTY'S GENERAL CONDITIONS OF BIDDING**

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

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

3. **CONTRACT TERMINATION:** Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving ten (10) days written notice to the Contractor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be barred from award consideration on future county solicitation for a period of thirteen (13) months.

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

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

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

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

4. **QUANTITIES:** Quantities indicated in the Bid Proposal are for the purpose of unit pricing. Unit prices will be used to adjust item totals in the event actual quantities vary from estimates. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs. Adjustments in price will be made by determining the unit price of the items bid. In the event of any discrepancy between the scope of the work originally bid upon, whether greater or less than that upon which the bid submitted was based, the contractor shall notify the Housing Replacement Specialist at 653-6364 and request that these facts be verified.

5. The bid award shall be based on, but not necessarily limited to, the following factors;
  - a. Unit Price (per square foot cost)
  - b. Total Bid Price
  - c. Statement of Contractor's Qualifications
  - d. Results of Testing Samples
  - e. Special Needs and Requirements of Dallas County
  - f. Dallas County's Experience with Products Bid
  - g. Vendor's Past Performance Record with Dallas County
  - h. Dallas County's Evaluation of Vendor's Ability
  - i. Estimated Costs for Supplies, Maintenance, etc.
6. **LABOR, MATERIALS, SERVICES:** The Contractor shall furnish all labor, supervision and services **\*\*Note: includes surveys, bonds, builders' risk insurance and others** necessary to do the work specified in accordance with the document, specifications and plans hereinafter attached and meant to be a part of this contract, for the total sum indicated in the Bid Packet. The Contractor shall complete all work in accordance with the General Specifications and the Building Inspection Department requirements of the City in which the Property is located.
7. **PERMITS:** The Contractor shall obtain the appropriate City's, Dallas County's or State of Texas' necessary permit(s), if any, as required by the ordinances of said City, County or State for the performance of the work.  
  
**BUILDING INSPECTION PERMITS:** The Contractor shall secure and pay for all permits necessary for the execution and completion of the work. The work and any part thereof shall not be deemed as finished until accepted by Dallas County and passed by the authorized inspector of the City in which the Property is located.  
  
**NOTE:** Several Program Cities in the County have elected to waive fees for building permits, so check first with City Building Officials.
8. **"OR APPROVED EQUAL" VALUE:** Whenever an article or material is defined by describing a proprietary product or by using a name of a manufacturer, the term "or equal", if not inserted, shall be implied unless otherwise indicated by "No Substitutions." The specified article or material shall be understood as descriptive, not restrictive. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.

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

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

9. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered an Independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision hereof or act of the contractor shall be construed as changing the status.
10. **INDEMNIFICATION:** The Contractor shall defend, indemnify, and save whole and harmless the County and all its officers, agents and employees from all suits, actions, or claims or any character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act omission of the Contractor in the execution or performance of the Contract.
11. **NON-ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
12. **NON-COLLUSION:** The Contractor/Bidder certifies that this bid is not a collusive or sham bid. The Contractor certifies that he, nor any officer or parties in interest of Contractor, has in any way colluded, conspired, connived or agreed with any other bidder to submit a collusive or sham bid. The Contractor/bidder certifies that the prices quoted in the attached bid are fair and proper and are not tainted by any collusion.
13. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. **VENUE:** The parties herein agree that this Contract shall be enforceable in Dallas County, Texas and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
15. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
16. **NO ADDITIONAL WORK TO BE CONTRACTED FOR:** The Contractor certifies that no contract for additional improvements shall be made during the improvements herein contracted for, unless agreed to in writing by the Homeowner, County and Contractor.

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

17. **LIABILITY AND OTHER INSURANCE COVERAGE**

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

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

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

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

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

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

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

not

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both. (Court Order 2003-1792, September 30, 2003 and Court Order 94-1243, August 9, 1994)

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

**Required Coverage**

- 17.1 Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$500,000.00 for each occurrence with a \$500,000.00 Products/Completed Operations Aggregate and a \$500,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

- 17.2 Automobile Liability: Contractor shall maintain Automobile Liability Insurance with a limit not less than \$400,000.00 for each occurrence. The policy shall include coverage for bodily injury and broad form property damage, with respect to the Contractor's owned, hired, and non-owned vehicles assigned or used in performance of this contract.
- 17.3 Builders' Risk Insurance: The Contractor shall purchase and maintain during the life of this contract Builders' Risk insurance in the amount equal to one hundred percent (100%) of the initial Contract Amount as well as subsequent modifications thereto on all for risk form to include theft.  
**Note: Builder's Risk Insurance is to protect property in event of perils of nature i.e. fire, wind or vandalism beyond control of builder during construction**
- 17.4 Workers Compensation Insurance (Statutory Limits) in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection.

18. **WORKERS' COMPENSATION:**

**Definitions:**

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

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

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

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

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

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

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

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

1. A certificate of coverage, prior to the award of the project, so Dallas County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
3. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify Dallas County in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

4. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
5. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to the award of the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
  - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor;
    - (a) prior to the award of the project, the other person must provide a certificate of coverage; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period. If the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify Dallas County in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts to perform as required by paragraphs 17i(1), with the certificates of coverage to be provided to the person for whom they are providing services.

6. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Dallas County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
7. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Dallas County to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from Dallas County.
19. **SECURITY FOR FAITHFUL PERFORMANCE:** With the execution and delivery of the contract, the Contractor shall furnish and file with the County in the amount herein required, the following **SURETY BONDS**. Such bonds shall be according to Article 5160, Revised Civil Statutes of Texas, as amended by the State Legislature. An approved form the required bond is found herein.

Within 10 days of the **Contract Award** following the acceptance of a bid or proposal, the Bidder or Proposal Offeror shall furnish to Dallas County:

- 19.1 100% Performance Bond or Cash Payment Bond equal to five (5%) of the Contract Amount
- 19.2 Labor and Materials Payment Bond: Prior to commencement of Work, the Contractor shall obtain and deliver to the Dallas County a Labor and Materials Payment Bond in the amount equal to one hundred percent (100%) of the contract price, as security for faithful performance of the work in strict conformity with the Contract Documents and for payment of all persons who perform labor and furnish materials in prosecution of the work. The bonds must be executed by a corporate surety authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code.

Failure to do so renders the contract null and void.

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

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

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

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

23. **SIGNING OF CONTRACT WITH HOMEOWNER:** The successful contractor/bidder agrees to execute a contract between the contractor and the homeowner upon award by the County and must sign the *Replacement Housing Contract* within ten (10) days of the contract award by Dallas County Commissioners Court. Copies of the contract are available for viewing from the Replacement Housing Coordinator at 214-653-7627. The contract document shall be signed at a scheduled pre-construction meeting to be held at the property address.
24. **HOMEOWNER'S RIGHT OF RESCISSION:** Contractor understands that upon signing the Replacement Housing Contract with the Homeowner, that the Homeowner has a three (3) day right of rescission.

25. **PREMISES TO BE VACATED:** The premises are to be vacated prior to the beginning of the construction work.

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

26. **BEGINNING OF CONSTRUCTION:** No work shall be commenced by the Contractor until he has received **Notice To Proceed** (in writing) from the Homeowner and County.

27. **NOTICE TO PROCEED:** The successful bidder shall begin construction of the project *within ten (10) days* after receipt of the NOTICE TO PROCEED.

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

28. **CONTRACTOR'S NOTICE FOR CONSTRUCTION DELAYS:** If performance by Contractor is prevented or delayed as a direct result of riot, insurrection, fire, Act of God, and/or operation of law, an extension of one working day in the time limited for completion of the work to be done hereunder will be allowed the Contractor from each working day lost from such cause, provided the Contractor, within three (3) days after the beginning of such delay, gives written notice to the County of such delay and the reason or reasons for it.

29. **LIQUIDATED DAMAGES:** A penalty of **\$100. 00 per day** will be made against the contractor for each day after the expiration date which is designated for completion as recorded on the Notice to Proceed, if such delay is caused by any reason other than those specified in the Replacement Housing Contract.

30. **CONTINUED WORK SCHEDULE:** If for any reason, the Contractor at any time fails for a period of eight (8) consecutive calendar days to supply enough skilled workers or satisfactory materials, or otherwise neglects to execute the work properly, the Contractor may be given written notice to terminate this contract.

31. **PROVIDE SUPERVISOR:** The Contractor shall provide a competent supervisor to be on the job site during the progress of this work. This supervisor must be able to communicate clearly with the homeowner.

32. **GUARANTEE/WARRANTY:** The Contractor agrees that all work shall be done in a good and workmanlike fashion in accordance with good trade practices, using medium grade or better material and as specified herein.

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

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

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



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

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

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

34. **LEAD-BASED PAINT:** The contractor shall be prohibited from using lead-based paint on any surface. All paint is to be delivered in unopened original containers with labels intact. All paint to be used will be inspected and certified to be lead-free by the Housing Replacement Specialist in writing and will become part of the official case file.

35. **EQUAL EMPLOYMENT OPPORTUNITY:** All bidding contractors are required to comply with the Equal Employment Opportunity Act requiring that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of this Contract. The successful bidder shall take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, age, color, religion, sex or national origin. This action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, compensation and selection for training. The successful bidder shall state to all employees and advertisements that all employees and qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or natural origin.

36. **PAYMENT:** Payment will be authorized upon satisfactory completion and inspection of the total contracted job. The Contractor will work under the direction of the Housing Rehabilitation Specialist who will determine if the work has been completed in accordance with the specifications herein. No payment, on any basis, will be made for unsatisfactory work. The determinations of the Housing Replacement Specialist shall be final on all work.

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

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

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

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

- a. **Contractor's Waiver of Lien from all Subcontractors and List of Subcontractors' name, address, minority status, and amount paid for work performed.**

- b. **Green tags from the Building Inspection Department of City in which property is located.**
- c. **Warranties, guaranties, and related certificates as applicable.**
- d. **Contractor's Invoice.**
- e. **Certificate of Final Inspection/Owner's Work Acceptance.**

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

39. **INTERLOCAL AGREEMENT** (City/State Participation Program)

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

40. **FEDERAL DEBARRED VENDORS**

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

41. **TWELVE (12) MONTH WAITING PERIOD FOR EMPLOYMENT OF CERTAIN FORMER COUNTY EMPLOYEES**

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

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

**C. DALLAS COUNTY GENERAL SPECIFICATIONS FOR REPLACEMENT HOUSING**

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

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

**III. BID PROPOSAL PACKET**

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

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

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

Mail/Deliver Sealed Bid to:

Dallas County Purchasing Department  
Records Building  
509 Main Street, 6th Floor, Room 623  
Dallas, Texas 75202

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

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

**Note: Please reference the Bid/RFP Number and Company Name on the outside of all sealed envelopes, packaging and/or boxes.**

This is an offer for a LUMP SUM CONTRACT FOR **DALLAS COUNTY REPLACEMENT HOUSING PROGRAM'S DEMOLITION/RECONSTRUCTION** being a PROPOSAL OF:

\_\_\_\_\_

\_\_\_\_\_

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

\*partnership; \*an individual doing business as \_\_\_\_\_.  
(\*cross out inapplicable items)

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

- A. Equipment, Parts, Material, and Supplies Cost: \$ \_\_\_\_\_
  - B. Total Labor, Demolition, Re-construction/Construction Cost: \$ \_\_\_\_\_
  - C. All other cost associated with this project including overhead and profit: \$ \_\_\_\_\_
- Total Turnkey Project/Bid Cost (a+b+c):** \$ \_\_\_\_\_

*Specify the Brand and Manufacturer Model Number of the Energy Star Compliant and Qualified Refrigerator:*

Refrigerator Manufacturer Brand/Series Name: \_\_\_\_\_

Refrigerator Manufacturer Model Name: \_\_\_\_\_

*Specify the Brand and Manufacturer Model Number of the Freestanding Range*

Freestanding Range Manufacturer Brand/Series Name: \_\_\_\_\_

Freestanding Range Manufacturer Model Name: \_\_\_\_\_

Specify any additional comments/cost/etc. included with your bid proposal and/or required to ensure a complete turn-key job (if applicable):  
*Attach a separate page if additional space is required.*

\_\_\_\_\_

\_\_\_\_\_

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

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**

(PLEASE PRINT OR TYPE)

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

SUBMITTED TO: *Dallas County Housing Replacement Program*  
 ADDRESS: *411 Elm Street, 3<sup>rd</sup> Floor*  
*Dallas, Texas 75202-3301*

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

NAME OF PROJECT: Demolition and Reconstruction of a New Single Family Home located at 3927 Penrod, Cockrell Hill, Tx 75211 (McCoy)

**TYPE OF WORK** (Company's main focus)

*(Check all that apply)*

General Construction     HVAC     Plumbing     Electrical     Other

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

How long has company been in business under current name? \_\_\_\_\_

What other or former names has company operated under? \_\_\_\_\_

*If company is a corporation, give the following:*

Date of Incorporation: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_

President's Name: \_\_\_\_\_ Vice President's Name: \_\_\_\_\_

Secretary's Name: \_\_\_\_\_ Treasurer's Name: \_\_\_\_\_

*If company is a partnership, give the following:*

Date of organization: \_\_\_\_\_ Type of partnership: \_\_\_\_\_

Names of General Partners: \_\_\_\_\_

*If company is individually owned, give the following:*

Date of organization: \_\_\_\_\_ Name of Owner: \_\_\_\_\_

STATEMENT OF CONTRACTOR'S QUALIFICATIONS (CONTINUE)

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

Describe: \_\_\_\_\_

Principal(s): \_\_\_\_\_

\_\_\_\_\_

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

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

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

<u>City</u>	<u>County</u>	<u>State</u>
_____	_____	_____
_____	_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has company ever failed to complete any work awarded to it?  Yes  No

If yes, give details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are there any judgments, liens, claims, arbitration proceedings or suits pending or outstanding against your company or its owners? Does your firm own any delinquent taxes or any other debt to a governmental entity?  Yes  No

If either question is yes, give details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATEMENT OF CONTRACTOR'S QUALIFICATIONS (CONTINUE)

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

If yes, give details:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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

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

Project Type: \_\_\_\_\_ Owner/Address/Phone: \_\_\_\_\_
Contract Amount: \_\_\_\_\_ % Complete & Date Completed \_\_\_\_\_
Project Type: \_\_\_\_\_ Owner/Address/Phone: \_\_\_\_\_
Contract Amount: \_\_\_\_\_ % Complete & Date Completed \_\_\_\_\_
Project Type: \_\_\_\_\_ Owner/Address/Phone: \_\_\_\_\_
Contract Amount: \_\_\_\_\_ % Complete & Date Completed \_\_\_\_\_

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

Describe: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

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

Project Type: \_\_\_\_\_ Owner/Address/Phone: \_\_\_\_\_
Contract Amount: \_\_\_\_\_ % Completed by own employees \_\_\_\_\_
Project Type: \_\_\_\_\_ Owner/Address/Phone: \_\_\_\_\_
Contract Amount: \_\_\_\_\_ % Completed by own employees \_\_\_\_\_
Project Type: \_\_\_\_\_ Owner/Address/Phone: \_\_\_\_\_
Contract Amount: \_\_\_\_\_ % Completed by own employees \_\_\_\_\_

STATEMENT OF CONTRACTOR'S QUALIFICATIONS (CONTINUE)

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

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Give Bank References with name, contact person and telephone.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

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

Bonding Company: \_\_\_\_\_ Agent: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Insurance Company: \_\_\_\_\_ Agent: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Organization: \_\_\_\_\_

By: \_\_\_\_\_



**PERFORMANCE BOND**  
**(Housing Replacement Program)**

(Penalty of this bond must be 100% of Contract Amount)

**KNOW ALL MEN BY THESE PRESENTS:** that \_\_\_\_\_  
Name and Address of Contractor

as principal, hereinafter called Contractor, and \_\_\_\_\_  
Name and Address of Surety

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

An Oblige, hereinafter Owner, in the amount of \_\_\_\_\_

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

**WHEREAS,**

Contractor has by written agreement dated, \_\_\_\_\_, 2012 entered into a contract with Owner for the demolition and reconstruction of a residential property located at \_\_\_\_\_ for the amount of:

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

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

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

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

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

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

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

**(SEAL)**

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**Surety: Power of Attorney must be submitted with Bond.**



## **DALLAS COUNTY M/WBE SPECIFICATIONS**

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

## MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

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

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

Check upon completion (forms attached):

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

### Note

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

## 1. GOOD FAITH EFFORT

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

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

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

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

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

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

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

## 2. MBE/WBE PARTICIPATION REPORT

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

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

**Total Amount of Your Bid/Proposal \$** \_\_\_\_\_

(The amount above should equal the total amount as shown on the bid sheet)

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

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

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

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

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

**NAME OF YOUR BUSINESS:**

**ADDRESS:**

**PHONE#**

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

Printed Name Of Preparer

Signature

Title

Date

**3. LETTERS OF ASSURANCE**

**Letter Of Assurance "A"**

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

\_\_\_\_\_  
Name of Company    Signature    Title (**Officer of firm**)    Date

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

**or**

**Letter Of Assurance "B"**

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

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

**or**

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

\_\_\_\_\_  
Name of Company    Signature    Title (**Officer of firm**)    Date

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

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

**4. PRIME CONTRACTOR MBE/WBE IDENTIFICATION**

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

is,     is not a minority-owned business, NCTRCA\* # \_\_\_\_\_

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

is,     is not a woman-owned business, NCTRCA\* # \_\_\_\_\_

**\*NCTRCA = North Central Texas Regional Certification Agency**

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

<b>NAME OF FIRM:</b>															
<b>5. Section D- EMPLOYMENT DATA</b>															
Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.															
<b>Number of Employees (Report employees in only one category)</b>															
Race/Ethnicity															
Job Categories	Hispanic or Latino		Not-Hispanic or Latino												TOTAL COL. A-N
			Male						Female						
	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level officials and Managers	1.1														
First/Mid-Level Officials and Managers	1.2														
Professionals	2														
Technicians	3														
Sales Workers	4														
Administrative Support Workers	5														
Craft Workers	6														
Operatives	7														
Laborers and Helpers	8														
Service Workers	9														
TOTAL	10														
PREVIOUS YEAR TOTAL	11														
1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)															
<b>Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report).</b> What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)															
<b>Section F- REMARKS-</b> Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information															
<b>Section G- CERTIFICATION</b>															
Check One	1	<input type="checkbox"/>	All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.)												
	2	<input type="checkbox"/>	This report is accurate and was prepared in accordance with the instructions.												
Name of Certifying Official					Title					Signature					Date
Name of person to contact regarding this report					Title					Address (Number and Street)					
City and State					Zip Code			Telephone No. (including area code and extension)				Email address			
All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001															

Description of Race and Ethnic Identification and Job Categories are found @ <http://www.eeoc.gov/employers/eeo1survey/2007instructions.cfm> / Appendix 4. Race and Ethnic Identification / and Appendix 5. Description of Job Categories

## 6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number     
  Project Title     
  Invoice #     
  Work Order Date     
  Job #

**Prime/General Contractor:** \_\_\_\_\_

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

Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Date	% to Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

*The information listed above is certified to be correct:*

Reviewed by:

Printed Name of Officer/Director     
  Signature of Officer/Director

Date

Dallas County Project Manager

Date



## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Payments you receive will be subject to backup withholding if:**

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

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

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

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### **Name**

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

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

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

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

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

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

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

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

#### Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

### Privacy Act Notice

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

### OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**1** Name of person doing business with local governmental entity.

**2**

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

**4** Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

**FORM CIQ**

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

**7**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date