

NOTICE

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

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

VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX

VENDORS RESPONSIBILITY:

Vendors are responsible to download and complete any addendums. *Addendums will be posted on the Dallas County Website no later than 72 hours prior to Bid Opening *Addendum's extending Bid Openings may be posted on the same day

SPECIFICATION DOWNLOADED ACKNOWLEDGMENT

Bid No. 2008-063-3472

Request For Proposals for Digital Archival and Integration Services of Commissioners Court Records

COMPANY NAME:	
CONTACT PERSON:	
TELEPHONE:	FAX NUMBER:
E-MAIL:	Web site:
SIGNATURE:	DATE:
Federal Tax I.D.#	

FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT

214-653-7878 or 214-653-7449

PLEASE NOTE:

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

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



DALLAS COUNTY RFP NO. 2008-063-3472

REQUEST FOR PROPOSALS For Digital Archival and Integration Services of Commissioners Court Records

OFFERS DUE: THURSDAY, MARCH 21, 2008 @ 2:00 P.M. (CST) Dallas County Purchasing Department 509 Main St., 6th Floor, Room 623 Dallas, Texas 75202

PRE-PROPOSAL CONFERENCE TO BE HELD: Monday, March 3, 2008 @ 1:00 p.m. Dallas County Purchasing Department Conference Room 509 Main Street, Suite 623 DALLAS, TX 75202

NOTICE TO ALL BIDDERS:

All questions regarding this RFP are to be submitted in writing to Shannon Brown, (Purchasing Agent) via e-mail @ <u>sbrown@dallascounty.org</u> or by fax to (214) 653-7449 or via mail to Dallas County Purchasing, 509 Main Street Room 623 Dallas, TX 75202. No later than 2:00 p.m. (CST) Thursday, February 28, 2008. All questions must reference the RFP number on all correspondence to Dallas County. No oral communication is binding on the County. Dallas County reserves the right to reject/not respond to any questions received after the deadline date.

**NOTE: All Addendums and any other correspondence (general information, question and responses) to this RFP will be made available <u>exclusively</u> through the Dallas County website for retrieval. Proposing firms are solely responsible for frequently checking this website for updates to this RFP. Addendums to this RFP can be located at the following web address: <u>http://www.dallascounty.org/department/purchasing/currentbids.html</u> (go to the appropriate RFP #, click on the appropriate hyperlink for viewing and/or downloading.)

INTENT/OVERVIEW

Dallas County, established in 1846, is soliciting proposals from qualified respondents to provide imaging services and/or document scanning, digitization and index services for approximately 1.5 million pages, in books as well as loose form. The document types are; court briefings, court orders, contracts, and minute books.

The central mission of the Dallas County Clerk is to record, assemble, preserve, and provide access to the Commissioners Court records i.e. agendas, orders and contracts. During the next several years, the Dallas County Clerk intends to preserve certain records and also digitize documents recorded in Dallas County, currently stored in physical books and files, and to make these records available digitally.

This scope of work entails providing for disaster recovery and safe guarding of critical Dallas County historical records. This is to include safe and approved handling and storage methods, duplicating materials (e.g. digitization), compiling books and records in a format that meets Texas State Library standards and ensure that the overall original formal is maintained. The County Clerk anticipates restoring and digitizing approximately two (2) million records that include court agendas, minute books, court orders and historical hardbound books over a one-year period.

Interested parties may submit a proposal for the defined work below. Vendor proposals for the automation project are to include:

- 1. Identifying records for digitization and books for full book restoration,
- 2. Defining and specifying the process for the handling, cleaning and repair of books through various combinations of deacidification, encapsulation and rebinding.
- 3. Identifying and specifying the process for scanning, digitizing and indexing historically significant records:
 - Specifying or creating a media type to store and research records and index information, i.e. court briefings, court orders, contracts and minute books
 - a) Defining and specifying the process for digitizing records/documents not currently in the microfilm archive
 - Defining and specifying the digitized record/document storage media

COUNTY'S COMMITMENT

This RFP is not a commitment by the County to fund any development, to lease or purchase any equipment, products, services or any other materials from any proposing firm. The County will not be liable for any direct or indirect costs that any proposing firm may incur in the preparation or production of a response to this RFP, or for any subsequent sales, due diligence, or negotiation costs.

The County reserves the right at its sole and exclusive discretion to cancel the selection process at any time, add, modify, or delete any items in this RFP, negotiate additional items to be included in the Offer response or delete items from such response, or to award all or part of the services to one or more Proposing firm.

The materials and information included in this RFP are intended to assist the proposing firms in the formulation of responses. The County's desire is to provide the proposing firms with relevant information known at the time of the production of this RFP. However, the County makes no representation as to the accuracy and completeness of such materials and information. The proposing firms understand and agree that the County nor any of its agents, advisors, or representatives make any representation as to the accuracy and completeness of such materials and information as to the accuracy and shall have no liability to the proposing firms resulting from the use of said materials and information.

The County shall not be bound by any language in a proposing firm's bid indicating confidentiality or any other restriction on its' use or disclosure.

SUBCONTRACTOR OR ASSIGNMENT OF THE CONTRACT

The Dallas County Commissioners Court must approve, in writing, any assignment and/or subcontractors related to this contract.

PRE-PROPOSAL CONFERENCE

The County has scheduled a pre-proposal conference to be held on <u>Monday, March 3, 2008 at 1:00 pm at the Dallas County</u> <u>Purchasing Department Conference Room, - 509 Main Street, Rm. 623, Dallas, Texas 75202.</u>

The County will hold one pre-proposal conference as detailed in this document. Attendance at the pre-proposal conference is encouraged but is not mandatory. The purpose of this conference is to outline the scope of work and give potential Proposers an opportunity to ask questions and obtain clarification regarding any aspect of the RFP.

RFP RESPONSE DUE DATE

Unless otherwise posted, all Proposals to this RFP will be due at 2 p.m. (CST) on Thursday, March 21, 2008. Offers will not be accepted after the due date and time specified and will be returned unopened.

LEGAL AUTHORITY

The County of Dallas Texas ("Dallas County" or the "County") is soliciting Offers of High Technology purchases as authorized in the State of Texas Local Government Code 262. The County desires a service solution that will not only meet its minimum requirements, but will offer the County the most functionality within its budgetary limitations. The RFP, in accordance with State of Texas guidelines, provides for a negotiated procurement to obtain the "best value" for the County based on criteria defined herein. All information will be kept confidential until a contract is formally executed or the RFP is cancelled.

EVALUATION CRITERIA

A County evaluation team will evaluate the information provided by the proposing firms in response to the criteria established herein. The award of the contract shall be made to the responsible proposing firm(s) whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final.

The following weighted criteria will be considered:

Criteria	Maximum Allotted Points
I. Company Profile	20
II. Cost	35
III. Technical Approach/Timeline	30
IV. M/WBE Participation/Compliance:	15
a) Certified (NCTRCA)Minority/Women-Prime Contractor (6)	
b) Utilization of Certified M/WBE sub-contractors (6)	
c) EEO policy compliance (3)	
	TOTAL 100

Proposing firms are responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate and score each proposal based on the data submitted.

Vendor selection will be based on evaluation of proposals in accordance with the responses received. Award will be made to that Proposer whose combination of technical and price proposals represents the best value to the County and is most advantageous, price and other factors considered, and which is within available Dallas County resources as is available over the term of this contract. Cost evaluation will include an analysis of the total cost and cost elements (if applicable) to perform the required work.

Dallas County also reserves the right to reject any or all proposals received and/or request clarification or modification of proposals. The County reserves the right to determine a competitive range for negotiation based upon the technical and cost acceptability of proposals. In addition, the County reserves the right to award a contract without discussions.

The following criteria will be used in selecting the vendor:

<u>Company Profile/References:</u> provide references with a list of similar projects completed within the last five (5) years; provide the agency contact person and phone number for each reference. Parties demonstrate their ability to meet the required qualifications. Identify the person who will be responsible. Submit a copy of your firm's financial statement and other information. This information will be considered confidential.

<u>Technical Approach/Timeline:</u> document experiences with projects of similar size and complexity with experience in the form of providing restoration and preservation services for governmental agencies. Describe how the services requested in this instrument will be provided and how they will be supported. Describe the approach your firm will take to the required collaboration, scheduling and coordination required for this project as stipulated in the service delivery plan. Detail expected use of subcontractors.

Cost: provide a detailed cost for the services proposed that is all inclusive. Detail travel costs, if applicable.

M/WBE compliance/participation: complete all required forms.

SELECTION PROCESS

Step One: Proposals will be evaluated by a review panel consisting of representatives from the following Dallas County departments: Commissioners Court, Dallas County Clerk's Office (2 representatives, Purchasing Department, Records Management. The County's M/WBE Coordinator will solely score Section IV (M/WBE Participation/Documents). For clarification purposes, additional information may be obtained from some or all of the responding firms. Dallas County may request, at its sole discretion, that proposing firms conduct a live demonstration of their product offerings. If requested, the schedule for these demonstrations will be coordinated by the Dallas County Purchasing Department.

The committee will submit a recommendation to the Commissioners Court identifying the firms scored susceptible of advancing to Step Two of the RFP process. Firms obtaining a consolidated/overall rating of 70 or above based on the aforementioned rating criteria will be determined susceptible by the committee and recommended for advancement to Step Two of the RFP process.

Step Two: Upon direction/approval of the Commissioners Court, identified firms will enter into Step Two of the RFP process, which will consist of but not necessarily limited to: interview/system demonstrations, Best and Final Offerors (BAFO's) and contract compliance. During this step, firms may have the opportunity to offer and the County may accept revisions to their originally submitted proposal. While the BAFO will, to a degree, be tailored to individual firms, care will be taken to ensure that all firms remain on the same competitive level and are proposing, substantially and materially, the same conditions and requirements.

Upon conclusion of this phase, the committee will submit an award recommendation to the Commissioners Court on the firm evaluated to be most qualified and offering the best value to Dallas County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm.

In the event that the County cannot reach agreement with the selected firm by negotiation of a contract, the County may formally end negotiations (by written notification to the selected firm). The County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded or this Request for Proposal is canceled.

Upon completion of negotiations, the results will be reduced to a written contract for the services to be rendered. Such contract may contain additional requirements from the County.

All necessary contract documents will be prepared by the County District Attorney's Office or other counsel representing the County and will be tailored specifically for this project. No contract shall be binding on County until it has been approved as to form by the District Attorney or other authorized counsel representing the County and executed by the Dallas County Commissioners Court.

Dallas County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.

The County has the sole authority to reject any/or all RFP's and to waive any minor irregularities as deemed in the best interest of the County.

All communications will be handled directly with the respective proposing firm(s) and closed to outside third parities and other proposing firms.

All proposing firms will be accorded fair and equal treatment.

DISQUALIFIED OFFERS

Offers submitted via fax submission will not be accepted. Offers submitted other than as specified in this RFP may not be considered. Offers submitted after due date and time will not be considered.

Submittal Address Submit the completed response(s) to: Dallas County Purchasing Department Attn: Shannon Brown, Purchasing Agent 509 Main Street, Room 623 Records Building Dallas, TX 75202

One (1) original, six (6) copies and one (1) electronic copy (CD) of the proposal shall be delivered (sealed) by 2:00 P.M. (CST) on Thursday, March 21, 2008 and shall be clearly marked "REQUEST FOR PROPOSALS NO. 2008-063-3472" on the outside of the package.

Proposals will not be accepted after the due date and time. The County is not responsible for sealing proposals, unmarked/improperly marked proposals or Proposals delivered to any other location.

The purpose of this RFP is to provide an opportunity for all interested parties and organizations to present the County with proposals that provide information on their products and the benefits to Dallas County.

Submitted RFP's shall describe the databases being offered to Dallas County and the value of the functionality provided by the vendor.

MULTIPLE AWARDS

Dallas County reserves the right to award contracts to multiple firms if such awards are in the best interest of Dallas County. Proposing firms may elect to provide information on only one form of on-line research capability.

The following categories represent the minimum required information. Any additional information that highlights the firm's qualifications is highly encouraged.

CUSTODIAN OF RECORDS

Pursuant to section 201.003(2) of the local government records act, "custodian" means the appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records. Accordingly, the County clerk and the district clerk are the statutorily-empowered custodians of the records received or created by their constitutionally-created offices respectively. As such, the County clerk and the district clerk, as custodians of the records of their respective offices, shall retain custody and control of any and all of the their records, in whatever form, including, but not limited to, electronic form, that is submitted via TexasOnline. Vendors understands and agrees that custody and control of any and all information created or received by the County clerk or the district clerk pursuant to law or in the transaction of public business remains with the County clerk or the district clerk even when the information stored on a computer system that serves all or some County offices and/or departments. Vendors agree to electronically transmit any and all such information directly to a County server as identified and directed by the County clerk or the district clerk for his or her respective information using mutually agreed upon formats and transmission mechanisms. The information transmitted shall include any and all text and images regardless of the format in which the data and/or images are physically stored or transmitted. Neither the DIR nor any EFSP used in the transmission process shall transmit, release, or disclose any records or other information of the County clerk or the district clerk.

PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, proposing firms are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit the proposals in a sealed package. Proposing firms whose proposals deviate from these instructions may be considered non-responsive. Proposals must be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and clearly labeled. The vendor must provide one (1) original and six (6) copies and one (1) electronic copy (CD) of the proposal. Failure to submit any of the proposal requirements listed below will result in a score of zero (0) for that item/category.

TRANSMITTAL LETTER

Provide a transmittal letter on your firm's letterhead. A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the vendor contractually. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation. The transmittal letter should be of minimal length to serve as the Proposal abstract. The transmittal letter should include the following:

- a. Name and address of the firm
- b. Name, title and telephone number of the contact person for the firm
- c. A statement that the proposal is in response to this RFP
- d. The signature and printed (typed) name and title of the individual who is authorized to contractually bind the company.

COMPANY PROFILE

The following details of the Respondent's ability to provide the services sought through this Request for Proposal shall be provided in narrative form and in sufficient detail that the County is able to judge the firm's response. Specifically:

- Business/Corporate Entity Details (include the following information on Respondent and each subcontractor (if subcontracting is indicated));
 - a. Date established
 - b. Ownership (public company, partnership, subsidiary, etc.)
 - c. Primary type of business
 - d. Total number of employees
 - e. Indication of type of business (i.e. corporation, sole proprietorship, partnership). If the respondent is a corporation, indicate the date and state of incorporation. Provide list of all officers of the firm indicating the percentages of ownership of each officer and the name of the Board of Directors, if applicable.
 - f. Provide the Federal tax identification number or social security number, as applicable to the legal entity that will be performing as the Primary Contractor under any resulting Contract.

B) Organizational Chart

Respondent shall provide an organization chart outlining the hierarchy of key contract personnel assigned under this RFP. The Respondent shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP and supply the following information: name, title, company name, address, telephone number, fax number, e-mail address.

The offeror shall provide an organizational chart which indicates the relationship of the proposed team members for the purposes of this project and which illustrates how the proposed team is integrated into the offerors organization. A summary description of the capabilities and adequacy of corporate resources and staff to provide technical support and backup to the proposed project team shall be provided.

- C) The offeror shall provide project descriptions for a minimum of three (3) and a maximum of five (5) other similar or comparable efforts performed during the past four years, which demonstrate successful performance and the ability to organize and administer these projects. The description must include detailed scope of project, names, titles, and phone numbers of project reference contacts, as well as approximate project dollar amount, level of staffing, and duration. Relevant information to substantiate and/or document past performance may include: records of conforming to contract requirements and to standards of good workmanship; records of forecasting and controlling costs; adherence to contract original schedules, whether original schedules were revised and if so, why, the administrative aspects of performance; history of reasonable and cooperative behavior and commitment to customer satisfaction; and business-like concern for the interest of the customer. *The description should also indicate if the project was performed by any of the personnel proposed for this project and the role and time commitment of the personnel on the referenced project.* The description shall also state why the project is considered relevant.
- D) The offeror shall detail the experience level of individuals that will be specifically assigned to this work. If some individuals will be hired for this project, how many will be hired, who will train them and supervise the quality of their work. Describe the means that will be used to assure quality work. The offeror shall include a plan for managing and staffing all phases of this effort. For purposes of this contract, key personnel are defined as the project manager and designated alternate, digital scanning personnel, quality assurance inspector(s), and imaging engineer or scientist. Offeror shall identify proposed key personnel and shall provide detailed resumes, which indicate particular expertise and experience in areas relevant to work of the project. For each proposed team member, offeror must state the level of skill, proposed role on project, employment status, and time commitment to the project. All subcontractor and/or sub-vendor's prior experience must also be detailed in this same way. The offeror shall provide a detail of the experience of staff, i.e. Those actually performing book restorations and scanning. If inexperienced staff is to be hired (less than one year of prior experience on specific job to be handled) please describe the training and oversight of said employees. Additionally, detail what level of experience will employees doing the actual book restoration, scanning, digitization, etc. Have of more than one (1) year. What assurances of the assignment and continued assignment to this project of personnel with five (5) or more years experience on like tasks can you provide?
 - E. Provide information indicating whether the Respondent intends to provide 100% of services directly or intends to utilize subcontractors and if so, provide identification of all subcontractors delivering service delivery. Include a statement indicating the percentage of work to be completed by the Respondent and each subcontractor as measured by percentage of the total contract.

Offerors must identify all subcontractors and their responsibility with the project. Similar information required to determine responsibility of the prime vendor must be submitted for all subcontractors/sub-vendors. This information should include:

- 1. Ownership
- 2. Finances
- 3. Length of time in business
- 4. Experience at specific task assigned
- 5. References general and regarding specific tasks to be completed under the contract or subcontract
- F. Provide the most recently issued audited financial statement (or if un-audited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant.) All statements shall include the following information:
 - a) Auditor's Report
 - b) Balance Sheet
 - c) Statement of Income
 - d) Statement of Retained Earnings
 - e) Statement of Cash Flow
 - f) Notes to financial statement

g) Any written management letter issued by the Auditor to the Respondent's management, its Board of Directors, or the Audit Committee, or , if no management letter was written, a letter from the Auditor, stating that there was no management letter written and that there were no material weaknesses in internal control or other reportable conditions.

If the year end of the most recent completed audit (or review) is earlier than nine (9) months prior to the issuance date of this RFQ, then the most recent unaudited financial statement (consisting of items b, c, d, e and f above) shall also be provided by the respondent in addition to the audited statement required in Section 3.3.1.1. The unaudited financial data will be averaged with the recent fiscal year audited (or reviewed) financial statement data, in evaluating financial capability. Unaudited financial statements shall have been completed within the last six months prior to the release of the RFQ and shall be certified as accurate by the signature of the respondent's CEO or CFO.

If relying on financial documentation of a parent corporation, the Respondent shall provide an original signed letter of commitment from the parent corporation's executive who is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

If the respondent is a sole proprietor or non-corporate entity, bidder shall provide financial documentation that is sufficient for an independent CPA to evaluate financial capability including applicable bank and credit statements, income tax returns and other documents.

NOTE: The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided. The County also acknowledges that a respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the bidder itself. All documentation provided should be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

The Respondent should have a Dun & Bradstreet credit-worthiness summary indicating scores of between 1 and 3, or low to moderate, on all categories rated in regard to creditworthiness. The respondent shall provide the name for the entity that will be performing as the contractor. If the respondent is relying upon the creditworthiness of a parent corporation, to qualify under this criterion, the respondent shall also provide the name for the parent corporation. If relying on the Dun & Bradstreet rating of a parent corporation, the respondent shall provide an original signed letter of commitment from the parent corporation's executive that is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

G. Disclosure of Claims/Losses/Damage

The vendor is responsible for the records and books in their custody. A statement of any past losses or partial losses or damage of client materials, documents, microfilm, etc. must be disclosed in full in the proposal. This includes losses and damages while in the vendor, sub-vendor or subcontractor's custody and control or any allegations of said loss or damage. The vendor must define in their proposal how the safety and security of the books and other County records will be maintained while in the possession of the vendor.

H. Facilities

Proposer should identify the location of any proposed facilities where Dallas County records/documents will be transported or stored. Dallas County reserves the right to inspect the vendor's facilities before and during the actual book restoration phase and/or production of the digital files including all work and storage areas. Dallas County reserves the right to spot inspect on any normal work day the vendor, sub-vendor or subcontractors. Offerors shall describe in detail their work site and location and provide a comprehensive description of all equipment to be utilized in the book restoration process and production of the digital images. The description shall include all hardware and software and an explanation of applicability to this project.

<u>COST</u>

Proposing firms are to provide an itemized breakdown of all costs associated with the proposed solution as detailed in the "Technical Approach/Timeline".

TECHNICAL APPROACH/TIMELINE

Organization of responses in this section shall be submitted in the order listed below. Comprehensive responses to the requirements of the request for proposals are necessary to evaluate the offerors capability to meet the stated requirements and provide the deliverables described in the solicitation. Technical proposals should be practical, legible, clear, and coherent. In order that evaluation may be accomplished strictly on the merit of the material submitted, no costs shall be included in technical proposals.

General statements that the offeror can comply with the requirements will <u>not</u>, by themselves, be adequate. Failure to provide the requested technical information that follows may be cause for rejection of the offer.

The offeror shall provide responses, which address each of the requirements. Detailed responses to each of these requirements shall provide an explanation indicating offerors ability and proposed methodology to be utilized to meet each requirement. Responses shall not be a restatement of the requirement but shall be comprehensive, well conceived, and include detailed approaches to accomplishing the tasks and providing the deliverables.

The offeror shall include specific responses, which demonstrate the capability and proposed methodology to provide the following deliverables:

- A. Turnkey services to create and deliver electronic images;
- B. Turnkey services to deliver a multi-user it system to allow users to easily access electronic images of Dallas County records;
- C. Discussion of appropriate types of digital images to reproduce scanned images with various levels of tonality, such as Photostat books;
- D. Methods to be used to analyze the records and books stated in terms of the various features or characteristics that will be subject to analysis;
- E. Discussion of image polarity, rotation, deskewing, and cropping and description of approach and methods to achieve appropriate levels of correction of page inconsistencies or shortcomings;
- F. Proposed plan and methodology for production of digital images, including hardware and software, proposed plan and methodology for book restoration;
- G. Understanding of digital image resolution, file format and file headers, and compression requirements, including discussion of the relationship of formats and format headers to printing;
- H. Discussion to indicate understanding of folder and file naming systems;
- I. Discussion to indicate method to track of missing or un-scanned images;
- J. Description of approach and methods to be employed to accomplish folder and file naming and image tracking;
- K. Sample or mockup of a restoration/scanning log;
- L. Understanding of delivery format and media requirements for digital images;

The vendor is responsible for performing all inspections for the requirements indicated for the restoration of books and other County records and/or digital images during production and prior to delivery. Inspection procedures and/or inspection equipment shall be of appropriate quality, accuracy, and quantity to ensure that all requirements of this contract are met. All unacceptable individually restored books and/or book images or entire lots shall be corrected at no additional cost to the County.

GENERAL TERMS & CONDITIONS

AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP:

If a vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, he shall immediately notify the county of such error in writing and request modification or clarification of the document. Modification will be made by issuing an addendum. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for same.

If a vendor fails to notify the county prior to the date and time fixed for submission of proposal of an error or ambiguity in the RFP known to him, or an error ambiguity that reasonably should have been known to him, he shall not be entitled to additional compensation or time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFP prior to the date and time fixed for submission of proposals by issuance of an addendum to all parties who have received the RFP. All addenda will be numbered consecutively beginning with 1.

PROPOSAL PREPARATION COST:

Costs for developing proposals are entirely the responsibility of the proposing firms and shall not be chargeable to the County of Dallas.

DELIVERY OF PROPOSALS:

All proposals shall be delivered to:

Dallas County Purchasing Department Attn: Shannon Brown, Purchasing Agent 509 Main Street, Room 623, Records Building Dallas, Texas 75202

Completed **Sealed** Proposals must be received/clocked in the Purchasing Department by 2:00 p.m. (CST) on Thursday, February 14, 2008. The official time clock will be clock located in the Purchasing Department. Proposals received/clocked at 2:01 p.m. (CST) and thereafter will be considered Late and will not be accepted. Late proposals will be returned to the bidder unopened. Dallas County will not be responsible for un-marked/improperly marked proposals or for proposals delivered to the wrong location.

ECONOMY OF PRESENTATION:

Proposals should not contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFP. Proposals must address the requirements since the request for proposal must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

PROPOSAL OBLIGATION:

The contents of the proposal and any clarification thereto submitted by the successful vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

IMPLIED REQUIREMENTS:

Products and services not specifically mentioned in this RFP, but whose are necessary to provide the functional capabilities described by the vendor, shall be included in the proposal.

COMPLIANCE WITH RFP SPECIFICATIONS:

It is intended that this RFP describe the requirements and response format in sufficient detail to secure comparable proposals. The vendor's response must coincide with the format of the RFP.

WITHDRAWAL OF PROPOSAL:

A vendor may withdraw his proposal by submitting a written request for its withdrawal over the signature of an authorized individual as described in Transmittal Letter Section above, to the Purchasing Agent at any time prior to the submission deadline. The vendor may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, will not be considered if submitted after the deadline.

STATUS OF PROPOSAL:

Disposition of Proposal - All proposals become the property of the County and will not be returned to the vendor.

DISCLOSURE OF PROPOSAL CONTENT:

All Proposals and other materials submitted in the response to this RFP procurement process becomes the property of Dallas County. All Proposal information, including detailed price and cost information, shall be held in confidence until the contract is awarded and/or cancelled. Upon the completion of the evaluation process and award and/or cancellation of the proposal, the Proposals and associated materials shall be open for review by the public in accordance with Public Information Act. By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated, by the Proposer and prior to submission of the Proposal.

CONTRACTUAL DEVELOPMENT:

The contents of the RFP and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as clarified. Therefore, the Proposing Firm must be amendable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection processes.

FEE REQUIREMENTS:

All fees for services must include all cost elements.

BILLING:

- a. The awarded firm will submit an invoice on a monthly basis. The invoice will detail the services provided in accordance with the awarded contract requirements.
- The original invoice is to be sent to the Dallas County Auditors Office 509 Main Street, Suite 407, Dallas, Texas 75202 for approval.

LOSS, DAMAGE OR CLAIM:

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

COLLUSION

The successful firm may be required to provide an affidavit that he/she has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. However, this paragraph does not preclude two or more suppliers from presenting a combined or joint proposal for the purpose of submitting a complete proposal.

MONETARY RESTITUTION

In the event the contract is prematurely terminated due to non-performance by the firm, Dallas

County reserves the right to seek monetary restitution (to include but not limited to: withholding of monies owed) from the firm to cover costs for interim services and/or to cover the difference of a higher cost (difference between terminated firm's rate and new company's rate) beginning the date of firm's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Firm.

CONFLICT OF INTEREST

No official or employee shall have any financial interest, direct or indirect, in any contract with Dallas County or be financially interested, directly or indirectly, in the sale to Dallas County of any land, materials, supplies or services, except on behalf of Dallas County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with Dallas County shall render the contract voidable by Dallas County. It is the responsibility of the firm during all phases of the contract process to notify Dallas County in writing of any potential conflict of interest.

INSURANCE REQUIREMENTS

Liability and Other Insurance Coverage

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

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

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

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

a) Workers' compensation insurance in the amount and in compliance with the provisions as provided for by Texas law as established by the Texas workers compensation act, title 5, subtitle a, Texas labor code for all of his employees assigned to operate or work under this contract. In the event the contractor elects to sublet any work, contractor shall require subcontractors to provide workers' compensation insurance for all of the latter's employees unless the contractor affords such employees protection.

Types of coverage	limits of liability
A. Workers compensation	statutory

b. Employer's liability Bodily injury by accident Bodily injury by disease Bodily injury by disease

\$500,000 ea accident \$500,000 ea. Employee \$500,000 policy limit

- b) 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 \$1,000,000.00 general aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, products and completed operations and blanket contractual coverage.
- c) Commercial automobile liability insurance: contractor shall maintain commercial auto liability insurance covering all owned, hired and non-owned vehicles used in connection with the work performed under the contract with limits of liability not less than one hundred thousand and 00/100 dollars (\$100,000.00) each person and three hundred thousand and 00/100 dollars (\$100,000.00) each occurrence for property damage or a combined single limit for bodily injury and property damage liability of not less than four hundred and 00/100 dollars (\$400,000.00).

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

- a. Name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for thirty (30) days notice to the County for cancellation, non-renewal or material change.
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.
- d. Provide for notice to the County at the address shown below by registered mail.
- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- f. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

Proposing firms and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

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

INSURANCE LAPSES

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs ad attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPRORIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFRENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

RIGHT TO REJECTION

The County reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in whole or part as determined to be in the best interest of the County.

Any Proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected as authorized by the Commissioners Court. Proposers must comply with all the terms of this RFP and all applicable Federal, State and Local laws and regulations, as applicable. This includes but is not limited to: State Record Retention Laws, Rules and Regulations.

The County reserves the right, at its sole discretion, to waive any technicality in the Proposal provided such action is in the best interest of the County. Where the County waives minor technicalities in the Proposal, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor technicalities, the County may hold any Proposer to strict compliance with the RFP.

CANCELLATION

- A. If under any provision of this contract Dallas County is entitled to the possession of the assigned premises and such possession is not immediately and peaceably yielded in accordance with instruction of Dallas County, upon demand Dallas County may re-enter the assigned premises and if in such event there are goods or equipment present, the County may hold and store such goods and effects (either in the assigned premises or elsewhere, as the County elects) all at the cost and risk of the bidder without Dallas County being guilty of any conversion or misappropriation whatsoever.
- B. Any notice provided by this contract (or required by law) to be given to the Bidder, by Dallas County, shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Dallas, Texas, by registered or certified mail with sufficient postage affixed thereto, addressed to the Bidder, in and at the known assigned premises; provided this shall not prevent the giving of actual notice in any other manner.
- C. In the event the Bidder shall fail to perform, keep and observe any of the terms, agreements and conditions to be performed, kept or observed, Dallas County shall give the Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within ten (10) days of receipt of such notice by the Bidder, default will be declared and all Bidder rights shall terminate. At the direction of the County, the Bidder shall vacate the premises and shall have no right to further operate the food service operation.
- D. Within forty-eight (48) hours after termination of the contract under this section, the Bidder, under the supervision of Dallas County, shall remove all equipment and supplies to which it is properly and legally entitled, as specified in this contract.
- E. Bidder in accepting this contract agrees that Dallas County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.
- F. Dallas County reserves the right to accept and/or reject any and all proposals received. Dallas County reserves the right to waive any contract requirement as determined in the best interest of Dallas County and within the legal requirements set forth in the local government code of Texas.

G. Successful Bidder agrees to execute the awarded contract with Dallas County and to provide proof of insurance within ten (10) working days of the contract award date. Failure to comply with this section within the prescribed time frame may result in termination of the contract.

COUNTY'S COMMITMENT

This Proposal is not a commitment by the County to fund any development, to lease or purchase any equipment, products, services or any other materials from any Proposer. The County will not be liable for any direct or indirect costs that any Proposer may incur in the preparations or production of a response to this RFP, or for any subsequent sales, due diligence or negotiation costs.

The County reserves the right, at it's sole and exclusive discretion, to cancel the selection process at any time, add, modify, or delete any items in the RFP, negotiate additional items to be included in the Proposal response or delete items from such response, or to award all or part of the services to one or more Proposers.

The materials and information included in this RFP are intended to assist the Proposers in the formulation of responses. The County's desire is to provide the Proposers with relevant information known at the time of the issuance of this RFP. However, the County makes no representation as to the accuracy and completeness of such materials and information. The Proposer understands and agrees that the County nor any of its agents, advisors, or representatives make any as to the accuracy and completeness of such materials and information and shall have no liability to the Proposer resulting from the use of said materials and information

The County shall not be bound by any language in the Proposer's submitted document indicating confidentiality or any other restriction on its use or disclosure.

Governing Law Venue

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.



DALLAS COUNTY INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed By Insurance Agent/Broker And Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to Dallas County meeting all of the insurance requirements in this bid.

Insurance Coverage Reviewed:
Agent's Name:
Agency Name:
Address:
City/State/ZIP:
Telephone No: () Fax No: ()
Bidder's Name and Company:
Project/Bid No. and Title:
By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County may reject this bid and award the contract to the next lowest responsible bidder meeting specifications. If you have any questions concerning these requirements, please contact Mr. Jim Gresham, Risk Manager, Dallas County Human Resource/Civil Service Department at (214) 653-7604.

Insurance Agent/Broker Signature: _	Date:
Bidder's Signature:	Date:

AFFIDAVIT OF

§ § §

STATE OF TEXAS COUNTY OF DALLAS

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

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

"My name is ______. I am president and sole owner of ______located at ______

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

"Further affiant sayeth not."

Name

Company

SWORN	ТО	AND	SUBSCRIBED	ТО	BEFORE	ME,	on	this	 day	of
		, 20	0							

Notary Public State of Texas



DALLAS COUNTY M/WBE SPECIFICATION FOR BIDS/RFP'S

Questions concerning this section should be directed to:

Leffie T. Crawford, Minority Business Officer Minority & Women Business Enterprises email: ltcrawford@dallascounty.org Phone: 214-653-6018 / Fax: 214-653-7449

MINORITY/WOMEN 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 remain 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 Each firm responding to this solicitation shall be required to submit with their bid 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 a Letter of Assurance B.
- [_] 4. MBE/WBE Identification.
- 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work).
- [_] 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.

filename: c:/mwbe/mwbe_899 wpd

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 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 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 \$_____(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 Certifica	tion Agency - **S = ;	Sub (contractor/c	onsultant) **M= Material Supplie		
[] No MBE/WBE's Added:	Please Explain:					
NO MDE/ WDE'S Added.	i Kast Explain					
	COMPLETE THIS PORTIO	ON OF THE FORM	<i>A WITH DATA</i>	A ON YOUR COMPANY.		
NAME OF YOUR BUSINESS:	AD	DRESS:			PHONE#	
))	
Printed Name Of Preparer	Signature	Title 3 of 7	e	Date		

Minority/Women Business Specification

[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 Minority and Women-Owned Business Enterprises 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 a certified vendor)
 Date

<u>Or</u>

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 demonstrated that it is our 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 a certified vendor) Date
NOTE: Each 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
<u>Minority Business Enterprise (MBE)</u> - The bidder/proposer represents that it: [_] is, [_] is not a minority-owned business, NCTRCA* #

<u>Women Business Enterprise (WBE)</u> - The bidder/proposer represents that it: [_] is, [_] is not a women-owned business, NCTRCA* #

*NCTRCA = North Central Texas Regional Certification (must be certified, by)

DALLAS COUNTY		COMPANY NAME:									
Vendor Statistical Report (prime/subs performing >19% of initiative)				ADDRESS:							
Permanent F (not part time	ull-Time En	nployment		TELEPHONE:							
MAI		WHITE	BLACK	HISPANIC	NATIVE AMER	. ASIAN PACIFIC	ASIAN PACIFIC ASIAN INDIAN OTHER				
Officials/Manag	ers										
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (S	Skilled)										
Operatives (Sem	ii Skilled)										
Laborers (Unski	lled)										
SERVICE WORKERS											
TOTA	AL										
FORMAL ON-THE-JOB TRAI	NEES:										
WHITE COLLAR											
PRODUCTION											
FEMA	LE	WHITE	BLACK	HISPANIC	NATIVE AMER	. ASIAN PACIFIC	ASIAN INDIAN	OTHER			
Officials/ Manag	gers										
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (S	Skilled)										
Operative-(Semi	Skilled)										
Laborers (Unski	lled)										
Service Workers	5										
TOTA	AL.										
FORMAL ON-THE-JOB TRAI	NEES:										
WHITE COLLAR											
PRODUCTION											
тот	4L										
CHECK		Minority-Owned I	Firm Certification #		Issued by NCTRC	Signature/Date:	Signature/Date:				
ONE:		Women-Owned F	irm Certification #		Issued b NCTRC	Typed Name and Title:	Typed Name and Title:				
		Non-Minority Ow	ned Firm								

DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. *Includes:* officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. *Includes:* accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. *Includes:* computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. *Includes:* advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. *Includes:* bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl.computer), shipping- receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. *Includes:* building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, traitoresses, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing g equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. *Includes:* apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.)., operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. *Includes:* garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. *Includes:* attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

- **Production** Persons engaged in formal training for craft worker -- when no trained under apprentice programs -- operative, laborer and service occupations.
- White Collar Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number	Proje	ect Title	In	voice# World	k Order Date	Job #
Prime	e/General Contractor					
List each MBE/WBE business t	hat you plan to use on this initiat	ive. Deletion of f	ïrms must be approved	by Dallas County p	prior to finalization	•
Name of MBE/WBE	Planned Amount	Planned %	Amount of invoice	Amt Paid to Dat	e % to Da	ite
	This form must be comp Any (significant) deviation j	Note: leted and submitted w from planned should i	ith each payment request. include attached explanation			
formation listed above is certified to be correct:			Reviewed by	:		
ed Name of Officer/Director	Signature of Officer/Director	Date	Dallas Co	inty Project Mgr	Date	
		7 of 7				

page 2.	Name		
ио	Business name, if different from above		
Print or type Specific Instructions	Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other	•	Exempt from back withholding
	Address (number, street, and apt. or suite no.)	Requester's name and	address (optional)
	City, state, and ZIP code		
See S	List account number(s) here (optional)		
Part	Taxpaver Identification Number (TIN)		

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction page 3. For other entities, it is your employer identification number (EIN). If you do not have a nu

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.	Social security number + + Or Or Image: Content of the second sec
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

to enter.		i +	-	
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
- 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 2. 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
- I am a U.S. person (including a U.S. resident alien).

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

Sign Here	Signature of
LICIC	U.S. person 🕨

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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Date 🕨

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 recipient 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 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 gualifies 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 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.**

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

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

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

Exempt From Backup Withholding

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

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

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

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);

2. The United States or any of its agencies or instrumentalities;

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or

5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

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

If the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.

Privacy Act Notice

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ
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. <i>See</i> Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code.	OFFICE USE ONLY Date Received
 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 appropriat September 1 of the year for which an activity described in Section 176.006(a), Local Gov not later than the 7th business day after the date the originally filed questionnaire becor Describe each affiliation or business relationship with an employee or contractor of the local recommendations to a local government officer of the local governmental entity with respective. 	rernment Code, is pending and nes incomplete or inaccurate.)
4 Describe each affiliation or business relationship with a person who is a local government employs a local government officer of the local governmental entity that is the subject of the subject of the local government and the subject of the local governmental entity that is the subject of the subject of the local government and the subject of the local governmental entity that is the subject of the subject of the local government and the subject of the local governmental entity that is the subject of the subject of the local government and the subject of the local governmental entity that is the subject of the subject of the local government and the subject of the local governmental entity that is the subject of the subject of the local government and the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity that is the subject of the subject of the local governmental entity the local governmental entity that is the subject of the subject of the local governmental entity the local go	

	CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity Page 2	J
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 o business relationship. Attach additional pages to this Form CIQ as necessary.	r
	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	