



Dallas County Solicitation Number: AQ-2014-101

Opening Date: October 24, 2013 @ 2:00 p.m.

Submit proposals to: Dallas County - Purchasing Department, 509 Main - 6th Floor - Records Building - Room 623, Dallas, Texas 75202, by the aforementioned opening date:

By Fax to: 214-653-7449

By Email to: charles.price@dallascounty.org

If faxing or emailing, please call Charles Price @ 214-653-6223 to confirm receipt.

**ANNUAL QUOTE FOR THE PURCHASE OF
CUSTOM PRINTED COURT FILE FOLDERS AND E-CERTIFIED ENVELOPES**

Name and Address of Company / Bidder Submitting Proposal

Name of Company: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax Number:** _____

Email Address: _____

Authorizing Company Signature: _____

Name (Type or Print): _____

Title: _____

Email Address: _____

Federal Tax ID #: _____

Is the Principle Company Owner a Dallas County taxpayer? _____

Is your company certified by the North Central Texas Regional Certification Agency (NCTRCA)? ___ Yes or ___ No

Dallas County is requesting quotations for a non-exclusive Annual Quote for the Purchase of Custom Printed Court File Folders and E-Certified Envelopes. Quotes must be submitted on the attached proposal form by returning the Proposal with a price quote, vendors certify and agree that:

1. All charges – taxes, insurance, overhead, benefits, permits, licenses, labor, personnel, service, supervision, workmanship, documentation, reporting, manifest, materials, supplies, tools, vehicles, trucks, vacuum, equipment, environmental fees, disposal charges, fuel surcharges, shipping, transportation, freight, mileages, parking and other ancillary fees, tolls, travel time, freight, and all other associated cost including incidentals necessary to perform the scope of work and services the work outlined in this contract are to be included in proposal. Delivery and Services will be F.O.B.: Dallas County as indicated on each designated purchase order.
2. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
 - (a) Name and address of vendor
 - (b) Name and address of receiving department
 - (c) Dallas County Purchase Order number and
 - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.

3. INSURANCE REQUIREMENTS

Liability and Other Insurance Coverage

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

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

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

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

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

- a. 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 Products/Completed Operations Aggregate and a \$500,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage;

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

- a. Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for thirty (30) days' notice to the County for cancellation, non-renewal or material change.
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.
- d. Provide for notice to Dallas County of any changes to policy.
- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- f. Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Contractor has a duty to mitigate damages;

- g. Approval and acceptance of Contractor's services by County shall not constitute nor be deemed a release of the responsibility and liability of Contractor for the accuracy and competency of Contractor's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by Contractor in this regard.
- h. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

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

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

INSURANCE LAPSES

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

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

4. **DISCLOSURE FORM CIQ**

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

5. **PROVISION OF HEALTH INSURANCE COVERAGE**

Dallas County may elect to give preference to bidders who provide health insurance coverage to the bidders' employees that is comparable to the coverage Dallas County provides to its employees as allowed by Texas Local Government Code 262.0271. This bid packet contains information concerning Dallas County's health insurance coverage. Bidders should review this information and determine if the level of coverage they provide is comparable. If subcontractors are to be utilized, this preference will only be considered if all subcontractors also provide comparable health insurance coverage to the subcontractors' employees.

6. This will be fixed unit price contract for a twelve (12) month period beginning the date of award. This contract may be renewed / extended for Three (3) additional, twelve (12) month periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewals/extensions shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court.
7. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
8. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving ten (10) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance. In addition and as authorized by Commissioners Court, vendors terminated for non-performance will be disbarred from award consideration on future county solicitation for a period of thirteen (13) months.
9. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.
10. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Bid Price
 - c. Delivery Date
 - d. Results of Testing Samples
 - e. Special Needs and Requirements of Dallas County
 - f. Dallas County's Experience with Products Bid
 - g. Vendor's Past Performance Record with Dallas County
 - h. Dallas County's Evaluation of Vendor's Ability
 - i. Estimated Costs for Supplies, Maintenance, etc.
 - j. Estimated Surplus Value
 - k. Dallas County reserves the right to award to a primary and secondary vendor.

Dallas County reserves the right to award to a primary and secondary vendor.

11. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). **The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202.** A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service / materials) have been (received / performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.
12. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
13. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.

14. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
15. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
16. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
17. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
18. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.
19. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
20. The parties herein agree that this Contract shall be enforceable in Dallas County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Dallas County, Texas.
21. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
22. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.
23. Multi-year service/lease-purchase agreements or any continuing contracts are solicited and awarded based on governmental fiscal funding. If for any reason, funds are not appropriated to continue the service/lease- purchase agreement, the said agreement/contract shall be automatically terminated on the expiration date or date in which the funds have been eliminated. Any/all services/leased equipment will be removed from the respective county department/facilities without penalty to Dallas County. Any/all charges incurred as a result of this action are the responsibility of the contractor.
24. Contractors are **not** officially authorized to begin work and/or deliver items covered under this agreement until formal approval and/or a signed contract is executed by the proper county authorities. Dallas County accepts no liability, of any kind, for products/services delivered/furnished without proper authorization.
25. Except for proposals received under Local Government Code 262.030 and/or 262.0295, in accordance with the aforementioned statutes, Dallas County will uphold the confidentiality of bidder trade secrets to the extent allotted by law. All confidential information must be clearly identified and separated, by the bidder and prior to submission of the proposal.

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

27. Monetary Restitution - In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

28. TERMINATION

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

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

30. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.

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

32. Where applicable MSDS Forms must be provided with delivered products. In addition **WITHOUT EXCEPTION**, within 30 days after award, the successful bidder(s) **MUST** furnish Material Safety Data Sheets for all applicable awarded contract items to: Dr. E. Todd, Southwestern Institute of Forensic Sciences/Office of the Medical Examiner Facility, 2355 Stemmons Freeway, Dallas, Texas 75207. Dallas County reserves the right to withhold payments owed and/or terminate the contract due to non performance if the aforementioned documents are not provided accordingly.

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

34. FEDERAL DEBARRED VENDORS

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

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

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

36. INTERLOCAL AGREEMENT (City/State Participation Program)

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

37. Nepotism: No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

38. Pursuant to Sec. 9.001 of the Texas Business Organization Code, non-Texas entities, including, but not limited to corporations, limited partnerships, and limited liability companies must have an application for registration filed with the Texas Secretary of State and shall provide to Dallas County a Certificate of Status issued by the Texas Secretary of State that serves as official evidence of the entity's existence or authority to transact business in Texas.

To transact business with Dallas County, all entities must be in legal compliance pursuant to applicable laws, and shall provide to Dallas County evidence of said compliance.

39. **Questions or administration of this contract, the Dallas County representative is:**

Dallas County Purchasing Department
Charles Price
P: 214-653-6223
F: 214-653-7449
charles.price@dallascounty.org

The deadline for submission of written questions regarding this quote will be October 16, 2013 @ 5:00 p.m. CST. The official responses to all written communication will be issued in written addendum or posted as general information.

E-mail or fax all questions to charles.price@dallascounty.org or 214-653-6223. Please reference the quote number in the subject line, company name, and representative name on all correspondence to Dallas County. Only written responses to written communication shall be considered official and binding to Dallas County. Any oral communication shall be considered unofficial and non-binding.

NOTE: All Addendums and any additional applicable correspondence (general information, questions/responses) to this Bid will be made available "exclusively" through the Dallas County website for viewing/retrieval. Vendors are solely responsible for frequently checking the website for updates to the solicitation. Addendums to this solicitation can be located at the following website: <http://www.dallascounty.org/departments/purchasing/currentbids.html> or go to the applicable Bid # and click on the associated addendum or general information hyperlink.

INTENT

The intent of this Invitation for Solicitation is to establish an Annual Contract for Fabricating and Printing of Custom Printed Court Case File Folder Jackets, and E-Certified Window and Regular Envelopes for Various County Departments.

1. Technical Requirements

- 1.1 Contractor shall furnish and supply all labor, personnel, service, supervision, skills, artwork, design, layout, typesetting, set-up charge, paste ups, make ready, pre-proof, paper stock, press work, packaging, material, supplies, equipment, dollies, fuel surcharges, transportation, inside delivery, shipping, handling, documentation necessary to perform the requested services and provide the various types of file folder jackets as described herein.
- 1.2 This will be fixed unit price contract for a twelve (12) month period beginning the date of award. This contract may be renewed / extended for Three (3) additional, twelve (12) month periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties, and the approval of the Dallas County Commissioners Court. All renewals/extensions shall be based on existing terms, conditions, and price structures set forth in original bid award or as amended by the Dallas County Commissioners Court.
- 1.3 Dallas County does not guarantee any quantities to be purchased under this contract. The quantities indicated herein is based on estimates submitted by individual departments and past awards and is intended for informational purpose only and may not reflect the actual quantity required during the duration of the contract.
- 1.4 Project Coordinators
 - 1.4.1 District Clerk Office
George L. Allen Sr. Courts Bldg.
C/o Gary Fitzsimmons or Greg Allbright
600 Commerce St
Dallas, Texas 75202
214.653.7149 or 214.653.7196
 - 1.4.2 County Clerk Office
Records Bldg.
C/o Ed Bailey or Venus Ko
509 Main Street
Dallas, Texas 75202
214.653.6007 or 214.653.7945
 - 1.4.3 Records Management
C/O Donna Henson
600 Commerce St
Dallas, Texas, 75202
214.653.6290

The Project Coordinator for each department or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the bid is formally approved and awarded by the Dallas County Commissioners Court. Contractor will work under the direction of the department Project Coordinator or the designated County representative throughout the duration of the contract.

The authorized County representative shall decide all questions that may arise as to the quality and acceptability of any work or services performed under this contract in accordance to the specification set forth in the bid requirements. If, in the opinion of the designated County representative, the performance becomes unsatisfactory, the County shall notify the contractor of such and the contractor shall make acceptable such performance at no additional cost to the County.

- 1.5 Account Representative: Contractor shall identify account representative. The account representative must be available during normal working hours (8:00 a.m. - 4:30 p.m. CST, Monday – Friday) where he/she will be accessible to requests or complaints. Account representative shall meet with the Project Coordinator for each department and be available, accountable, and be responsible for the printing and delivery of the file folder jackets for the entire duration of the contract.

- 1.6 Sample Inspection: It is the responsibility of the bidders to examine the sample file folder jackets and further familiarize themselves with the amount and kind of work to be performed. No additional compensation will be made by reason of any misunderstanding or error regarding the file folders to be fabricated and printed. Samples of the original file folder jackets are available for examination at the Dallas County Purchasing Department, 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202. Sample file folder jackets will not be mailed or provided by the courts.
- Copies of the existing file folder jackets (not actual size) are enclosed with bid packet attached.
- Note: All bidders are required to submit samples of the proposed file folder jackets your firm is proposing for evaluation purpose.**
- 1.7 References: Contractor will list at least three (3) references, for which Contractor has performed printing that is similar in nature and/or volume to services specified herein, that will qualify Contractor to perform the project. Dallas County reserves the right to contact the references provided, and the County reserves the right to reject the bid submitted by any offeror who has not performed printing that is similar in nature and volume to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory.
- 1.8 Folder Weight, Size and Style specifications and requirements: Please refer to bid proposal page(s) for detail specifications and requirements.
- 1.9 Sequential or Consecutive Numbering: File Folder Jackets may require sequential number as indicated in the specifications for each group type. Sequential or Consecutive is defined as one number following another without interruption.
- 1.10 Bar Coding: All pre-numbered file folder jackets shall have a bar code printed on a laminated label and have a non-glare laminated finish.
- 1.11 Color Coded Numbers as requested
- 1.12 Content Integrity. Proper content integrity must be maintained at all times. It is unacceptable for any job to contain any content integrity errors, which include, but are not limited to, missing text or graphics, mispagination, or incorrect information (e.g., material from another job). Such errors would, at a minimum, require critical rush job replacement, and may lead to termination of the relationship with the printer.
- 1.13 Design Layout and Typesetting: Contractor shall typeset and layout of all file folder jackets unless camera ready copy is provided by Dallas County. These design services should include, but not limited to cropping and color correction of color images, manipulation of artwork provided by the County, as well as, layout of type and photography are requested by the County. The Contractor must be prepared to receive orders in various typesetting styles.
- 1.14 Copy and Proofs: Contractor must come to the requesting department's location to pick-up and deliver all copy, proofs, etc. One set of proofs on proof paper for each folder type ordered under this contract will be provided by the Contractor at no cost to Dallas County.
- 1.14.1 A "set" means one proof sheet for each folder style or mock folder.
- 1.14.2 Original copy shall accompany proofs and such copy must be returned to the Contractor with the signed and dated proof.
- 1.14.3 If changes are necessary to the original proof because of Contractor error, a second and corrected proof will be provided at no charge, if requested.
- 1.15 Changes: Under no circumstance should Contractor(s) act on any verbal communications of ordering departments with respect to purchase orders, samples or proof. Any and all communication(s) or changes are to be written. Contractor(s) assume(s) all risk in acting otherwise.
- 1.16 Quality Control/Assurance: All work shall be performed by the Contractor in accordance with the specification requirements. All workmanship must be of the highest quality and printing furnished under this contract must be printed in a professional manner, which include, but are not limited to, ink density, screen percentage, registration and color matching in accordance with commercial printing quality standards. Blank areas shall be clean and clear.

Final products are expected to match "signed" proofs, including all changes made at final approval. All products and services that are found to be unacceptable (including printing errors by Contractor) will be required to be re-printed at no additional charge to Dallas County. The use of inadequate or deficient equipment or materials, poor presswork, poor bindery work, or failure to meet all specifications for each order will be cause for rejection of the work and refusal of payment. Dallas County will be sole judge of quality.

1.17 Artwork, Negatives, and Template: All artwork designs, paste-up, negatives, and templates used in the production of the file folder jackets shall become property of Dallas County upon termination of this contract and/or agreement and shall be returned to Dallas County within five (5) business days upon receiving written notification from Dallas County.

1.18 Overruns/Under runs: No overruns/under runs are allowed.

1.19 Packaging: All items furnished under this contract shall securely wrapped in paper or other material of adequate strength to protect the contents from damage, and the packages shall be sufficiently tight to keep out dust. Packages or cartons shall be uniform in size and convenient for handling and shall contain equal numbers of folders as indicated in bid proposal. Each package or carton must be labeled on the outside with a description of the printed materials, form name, number, content, quantity, and purchase order number. Each carton must be numbered in the following format: "Box 1 of 20, Box 2 of 20," etc. Each case type must be numbered in this format; thus there will be many Box 1's. All cartons must also have the number of the file folder jackets which are in the carton, such as "Criminal XX". No bulk packaging of file folder jackets is allowed.

1.20 Delivery: Inside delivery is required F.O.B. Destination as indicated on purchase order. Primary delivery locations shall include, but not be limited to the following service center listed below (Dallas County reserve the right to add/delete centers as it deemed necessary): Inside delivery requires the driver to unload the boxes and deliver to the designated rooms, and stack the boxes in numerical order. County staff is not responsible for unloading or stacking cases files.

1.20.1 Frank Crowley Criminal Court Building
133 N. Industrial Blvd.
Dallas, Texas 75207

All deliveries must pass through security check point and are scanned through an electronic imaging machine, located on the 1st Floor.

1.20.2 Henry Wade Juvenile Justice Center
2600 Lone Star Dr.
Dallas, Texas 75212

All deliveries must pass through security check point and are scanned through an electronic imaging machine, located on the 1st Floor.

1.20.3 George L. Allen Sr. Courts Building
600 Commerce Street
Dallas, Texas 75202

All deliveries must pass through security check point and are scanned through an electronic imaging machine, located on the 1st Floor.

An item delivered to this location requires delivery in a truck not over ten (10') feet in height to enter the underground parking facility. No dock facilities are available; therefore a life gate truck is necessary.

1.20.4 Records Building Complex
509 Main Street
Dallas, Texas 75202

The Records Building Complex has no freight or services elevators, nor loading or unloading docks. Only general public elevators can be utilized for delivery of material or goods to this building. Vendor shall enter the building through the Main Street and Houston Street side of the building which accesses the Handicapped Entrance. The City of Dallas Loading Zone Parking is available.

- 1.21 Delivery and Labeling Requirements: All outside label listings shall include but not limited to the following information indicated below. Failure to provide the required labeling information may result in rejection of the shipment due to non-compliance with contract requirements. Contractor will bear all cost associated with rejection.
- 1.21.1 Dallas County Purchase Order Number
 - 1.21.2 Description of the product
 - 1.21.3 Manufacturer name and part number
 - 1.21.4 Quantity per case
- 1.22 Delivery Hours: All deliveries will be made during normal business hours of 8:30 a.m. – 3:30 p.m. CST, Monday through Friday, excluding County Holidays. Contractor will make arrangement with the requesting department before shipment of products to insure County personnel will be available to receive shipment. No empty pallets, shrink wrap, plastic or metal bands, cardboard barriers or shipping materials of any kind are to be left at delivery site.
- 1.23 Delivery Violation: It shall be the Contractor's responsibility to meet the County's delivery and performance requirements, as called for in the bid specifications. Dallas County reserves the right and will be held free from any liabilities to obtain services or products on the open market in the event the Contractor fails to make delivery or perform in accordance to terms stated herein and any and all price differential will be charge against the Contractor.
- 1.24 Liquidated Damages: Failure to complete delivery of any item in the contract within the time proposed will cause damage to the County. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of SEVENTY FIVE DOLLARS (\$75.00) for each and every calendar day the Contractor delays (unless extended by user department) in completing any item of the contract after the required date of said completion. The total sum due for such delay shall be deducted from any payments due or to become due to the Contractor.
- 1.25 Brand name or trade name are for reference only such identification is intended to be descriptive and is not intended to be restrictive or limit competition Other products will be considered for award if such products are identified in the bid and are determined by the County to meet its needs. Products substantially equivalent to those designated shall qualify for consideration. Bids on brands other than those listed are subject to approval based on evaluation.
- 1.26 Technical and Descriptive Literature: Bidders shall provide upon request by Dallas County the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize under this contract. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
- 1.27 Product Discontinuance/Substitution: Written notification is required to the Dallas County Purchasing Department at 509 Main Street, 6th Floor, Room 623, Dallas, Texas 75202 on any and all notice of discontinue or substitution of product. In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:
- 1.27.1 No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the Dallas County Purchasing Department.
 - 1.27.2 Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.
 - 1.27.3 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model. The cost of a substituted item shall be the same or less than the cost of the awarded item.
 - 1.27.4 A sample of the substituted item must be received by Dallas County Purchasing Department and approved by Dallas County. Contractor must have written confirmation from Dallas County Purchasing Department of the substitution before making delivery.
 - 1.27.5 Documentation from the manufacturer that the product of model has been discontinued.

- 1.27.6 Documentation that names the replacement product or model.
- 1.27.7 Any unauthorized substitution will be picked up by the Contractor within five (5) business days upon notification by Dallas County. Failure to pick-up the product item(s) within the five (5) business day period (unless other arrangement have been approved in advance) will be considered a donation to Dallas County.
- 1.28 Ordering Authority: Contractor should understand that any request for purchase of material, goods, or services shall be accompanied by a valid Dallas County Purchase Order Number issued by the Dallas County Purchasing Department.
- 1.29 Shipping: Bid prices shall be made F.O.B. destination as indicated in purchase order, inside delivery, freight pre-paid to the requesting department within Dallas County. The awarded Contractor shall retain title and control of goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by Vendor/Supplier. The County will notify the awarded Contractor of any damaged goods or products and shall assist the Vendor in arranging for inspection
- 1.30 Shipping Documents: A packing list or other suitable shipping documents shall accompany each shipment and shall include the following:
 - 1.30.1 Name and address of the Contractor;
 - 1.30.2 Name and address of the County Department;
 - 1.30.3 County purchase order number;
 - 1.30.4 A description of material shipped, including item number, quantity, number of containers and package number, if applicable.
- 1.31 The successful Contractor shall assign an account representative to Dallas County. This representative shall be responsible for but not limited to :
 - 1.31.1 Coordinating all proof delivery, orders and shipments
 - 1.31.2 Coordinate with using County Departments
- 1.32 Invoicing Requirements: All invoices shall include, but not be limited to the following information:
 - 1.32.1 Dallas County Purchase Order Number
 - 1.32.2 Quantity shipped
 - 1.32.3 Description of material and/or product number
 - 1.32.4 Pricing per unit
 - 1.32.5 Two (2) invoices are required. Invoices shall be sent to addresses below to expedite payment:

Requesting Department address stated on Purchase Order Number

And

Dallas County Auditor's Office
Attn: Account Payable
509 Main Street, 4th Floor, Room 407
Dallas, Texas 75202
214.653.6473

- 1.33 Damaged or Substandard Products: Damaged or Sub-standard product that is shipped and/or furnished as a result of Contractor negligence will either be replaced (and expedited at contractor's expense) or if the customer prefers, be noted on the receiving report and deducted from final payment. Additionally, the contractor will be responsible for shipping costs and arranging for pick-up of any defective returns, and arranging for a Call Tag to insure freight is charged to Contractor for defective returns, within ten (10) business days.
- 1.34 Warranty: The successful Contractor must warrant all items to be free from defects in material and workmanship. The manufacturer's standard warranty shall apply to materials supplied under resulting contract. Upon notice by Dallas County, Contractor will promptly repair or replace without charge any product furnished under this contract that is found not to comply with the specifications or defective.
- 1.35 Failure to comply with requirements stated in these specifications will result in the termination of contract due to non-performance.
- 1.36 **Award will be by Group only to the overall lowest and responsible bidder for each group. Group A, Group B, and Group C will not be awarded on an all or none basis. Group A, Group B, and Group C are independent projects and should be price accordingly for the file folder jackets and Certified Envelopes. Bidders should not propose combination pricing on Group A, B, or C due to the fact they are independent projects.**
- 1.37 Dallas County shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price and product evaluation. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the County.

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

Mail/Deliver Sealed Bid to: Dallas County Purchasing Department
509 Main Street, 6th Floor, Room 623, Records Bldg.
Dallas, Texas 75202

Bids should be submitted in sealed packaging, marked and addressed as directed. Bids, which are received by fax transmittal, will not be accepted for consideration.

| Description | Estimated Annual Order | Unit Cost | Extension |
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Award will be by Group only to the overall lowest and responsible bidder for each group. Group A, Group B, and Group C will not be awarded on an all or none basis. Group A, Group B, and Group C are independent projects and should be price accordingly for the file folder jackets and Certified Envelopes. Bidders should not proposed combination pricing on Group A, B, or C due to the fact they are independent projects.

Section 1 - Group A – District Clerk File Folder Jackets - SAMPLES ARE ON FILE IN THE PURCHAISING DEPARTMENT.

| | | | |
|--|----------|------------|----------|
| <p>1.1 Juvenile – Adoption File Folder Jackets</p> <ul style="list-style-type: none"> ➤ Size: Letter (9-1/2" x 12-3/8" overall) ➤ Folder Color: Gray or TBD ➤ Material: Front to be 15 point , entire back will be two-ply reinforced 30 point ➤ Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length ➤ Folders must be scored to allow 2" expansion ➤ Fasteners: Embedded 2K style. Position 1 and 2 alternating ➤ Printed in black ink on front cover, inside front, back flap, and back cover, different copy ➤ Consecutive numbered: A-39130 through A-40000 or TBD ➤ Color Coded Labels: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. No year band number required. ➤ Color coded number and bar code must be visible from both sides. ➤ Laminated Color Coded Labels and Bar Code ➤ Proof Required ➤ Packaging: All file folder jackets will be boxed and labeled accordingly ➤ Brand: Smead or equal ➤ Inside Delivery Required | 900 each | \$ _____/m | \$ _____ |
|--|----------|------------|----------|

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|---|------------|------------|----------|
| <p>1.2 Juvenile – Delinquent File Folder Jackets</p> <ul style="list-style-type: none"> ➤ Size: Letter (9-1/2" x 12-3/8" overall) ➤ Folder Color: Gray or TBD ➤ Material: Front to be 15 point , entire back will be two-ply reinforced 30 point ➤ Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length ➤ Folders must be scored to allow 2" expansion ➤ Fasteners: Embedded 2K style. Position 1 and 2 alternating ➤ Printed in black ink on front cover, inside front, back flap, and back cover, different copy ➤ Consecutive numbered: JD-67250 through JD-70850 or TBD ➤ Color Coded Labels: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. No year band number required. ➤ Color coded number and bar code must be visible from both sides. ➤ Laminated Color Coded Labels and Bar Code | 3,600 each | \$ _____/m | \$ _____ |
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| Description | Estimated Annual Order | Unit Cost | Extension |
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Section 1 - Group A – District Clerk File Folder Jackets

- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

1.3 Juvenile – Civil File Folder Jackets 1,600 each \$_____/m \$_____

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: Gray or TBD
- Material: Front to be 15 point , entire back will be two-ply reinforced 30 point
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Folders must be scored to allow 2" expansion
- Fasteners: Embedded 2K style. Position 1 and 2 alternating
- Printed in black ink on front cover, inside front, back flap, and back cover, different copy
- Consecutive numbered: 07-00001 through 07-01500 or TBD
- Color Coded Labels: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. Year band number will be at top with bar code following.
- Color coded number and bar code must be visible from both sides.
- Laminated Color Coded Labels and Bar Code
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

1.4 Juvenile – Unnumbered File Folder Jackets 1,500 each \$_____/m \$_____

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: Gray or TBD
- Material: Front to be 15 point , entire back will be two-ply reinforced 30 point
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Folders must be scored to allow 2" expansion
- Fasteners: Embedded 2K style. Position 1 and 2 alternating
- Printed in black ink on front cover, inside front, back flap, and back cover, different copy
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

1.5 Tax Court File Folder Jackets 6,100 each \$_____/m \$_____

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: Lavender or TBD
- Material: Front to be 15 point , entire back will be two-ply reinforced 30 point
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Folders must be scored to allow 2" expansion
- Fasteners: Embedded 2K style. Position 1 only
- Printed in black ink on front cover, inside front, back flap, and back cover, different copy
- Consecutive numbered: 10-30001 through 10-32000
10-40001 through 10-42600
10-50001 through 10-51500
or TBD

| Description | Estimated Annual Order | Unit Cost | Extension |
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Section 1 - Group A – District Clerk File Folder Jackets

Color Coded Labels: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. Year band number will be at top with bar code

- following
- Color coded number and bar code must be visible from both sides.
- Laminated Color Coded Labels and Bar Code
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

| Description | Estimated Annual Order | Unit Cost | Extension |
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Section 1 - Group A – District Clerk File Folder Jackets

Optional Services: Contractor is required to state the price for a Generic Unnumbered and Un-Labeled File Folder Jacket that may be ordered on an as needed/basis though out the year. The specifications are as follows:

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: TBD (Specify colors available below)
- Material: Front to be 15 point , entire back will be two-ply reinforced 30 point
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Folders must be scored to allow 2" expansion
- Fasteners: Embedded 2K style. Position 1 only
- Printed in black ink on front cover, inside front, back flap, and back cover, different copy
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

Specify Price for 500 – 999 \$ _____/each

Specify Price for 1,000 - 1,999 \$ _____/each

Specify Price for 2,000 – 2,999 \$ _____/each

Specify Price for 3,000 – 3,999 \$ _____/each

Specify Price for 4,000 - 4,999 \$ _____/each

Specify Price for 5,000 and up \$ _____/each

Specify Colors that are available: _____

Specify delivery time frame after proof approval: _____

Group A Grand Total \$ _____

Section 2- Group B- County Clerk File Folder Jackets

2.3 County Probate File Folder Jackets (**Court #1**) 2,500 each \$_____/m \$_____

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: Blue or TBD
- Material: 20 Point Pressboard
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Fasteners: Embedded 2K style. Position 1 only
- 3" expansion with Tyvek Gusset
- Printed in black ink on front cover and inside back flap, different copy
- Replace the year with "PR"
- Replace "-P" with "1" on both top and bottom of folder
- Retain at top left of folder "Folder No. _____ of _____"
- Retain centered at top of folder "PROBATE COURT MATTERS" and County Clerk info
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

2.4 County Probate File Folder Jackets (**Court #2**) 2,500 each \$_____/m \$_____

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: Green or TBD
- Material: 20 Point Pressboard
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Fasteners: Embedded 2K style. Position 1 only
- 3" expansion with Tyvek Gusset
- Printed in black ink on front cover and inside back flap, different copy
- Replace the year with "PR"

| Description | Estimated Annual Order | Unit Cost | Extension |
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Section 2 - Group B - County Clerk File Folder Jackets

- Replace “-P” with “2” on both top and bottom of folder
- Retain at top left of folder “Folder No. _____ of _____”
- Retain center at top of folder “PROBATE COURT MATTERS” and County Clerk info
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

2.5 County Probate File Folder Jackets (**Court #3**) 1,500 each \$ _____/m \$ _____

- Size: Letter (9-1/2” x 12-3/8” overall)
- Folder Color: Red or TBD
- Material: 20 Point Pressboard
- Tabs: End tab on right side of folder measures 3/4” w x 8-1/2”. Front flap undercut 1/2” across the top full length
- Fasteners: Embedded 2K style. Position 1 only
- 3” expansion with Tyvek Gusset
- Printed in black ink on front cover and inside back flap, different copy
- Replace the year with “PR”
- Replace “-P” with “3” on both top and bottom of folder
- Retain at top left of folder “Folder No. _____ of _____”
- Retain centered at top of folder “PROBATE COURT MATTERS” and County Clerk info
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

2.6 Mental Illness File Folder Jackets 4,200 each \$ _____/m \$ _____

- Size: Letter (9-1/2” x 12-3/8” overall)
- Folder Color: Light Gray
- Material: 20 Point Pressboard
- Tabs: End tab on right side of folder measures 3/4” w x 8-1/2”. Front flap undercut 1/2” across the top full length
- Fasteners: Embedded 2K style. Position 1 only
- 3” expansion with Tyvek Gusset
- Printed in black ink on front cover and back flap
- Remove “PROBATE COURT MATTERS”
- Print centered at top of folder County Clerk info like on COURT 1,2 & 3 folders
- Print “MI” at the top right of the folder, leaving enough space for a 8 digit case number (ex.07-53301)
- **Color Coded Labels: Sequence 00001-4200: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. Year bank number will be at top with “MI” underneath and then the bar code following.**
- Color coded number and bar code must be visible from both sides.
- Laminated Color Coded Labels and Bar Code
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

2.7 Magistrate File Folder Jackets 3,200 each \$ _____/m \$ _____

- Size: Letter (9-1/2” x 12-3/8” overall)
- Folder Color: Light Gray
- Material: 20 Point Pressboard

| Description | Estimated Annual Order | Unit Cost | Extension |
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Section 2 - Group B - County Clerk File Folder Jackets

- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Fasteners: Embedded 2K style. Position 1 only
- 3" expansion with Tyvek Gusset
- Printed in black ink on front cover and back flap
- Remove "PROBATE COURT MATTERS"
- Print centered at top of folder County Clerk info like on COURT 1,2 &3 folders
- Print "MI" at the top right of the folder, leaving enough space for a 8 digit case number (ex.07-53301)
- **Color Coded Labels: Sequence 50,001-53,201: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. Year band number will be at top with "MI" underneath and then the bar code following.**
- Color coded number and bar code must be visible from both sides.
- Laminated Color Coded Labels and Bar Code
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

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| 2.8 Magistrate (G.O.) File Folder Jackets | 3,200 each | \$ _____/m | \$ _____ |
|---|------------|------------|----------|

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: Light Gray
- Material: 20 Point Pressboard
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Fasteners: Embedded 2K style. Position 1 only
- 3" expansion with Tyvek Gusset
- Printed in black ink on front cover and back flap
- Remove "PROBATE COURT MATTERS"
- Print centered at top of folder County Clerk info like on COURT 1,2 &3 folders
- Print "MI" at the top right of the folder, leaving enough space for a 8 digit case number (ex.07-53301)
- **Color Coded Labels: Sequence 70,001-73,201: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. Year band number will be at top with "MI" underneath and then the bar code following.**
- Color coded number and bar code must be visible from both sides.
- Laminated Color Coded Labels and Bar Code
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

| | | | |
|------------------------------------|------------|------------|----------|
| 2.9 Medication File Folder Jackets | 1,000 each | \$ _____/m | \$ _____ |
|------------------------------------|------------|------------|----------|

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: Light Blue
- Material: 20 Point Pressboard
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Fasteners: Embedded 2K style. Position 1 only
- 3" expansion with Tyvek Gusset
- Printed in black ink on front cover and back flap
- Consecutive numbered: MED 07-80001 through MED 07-81000 or TBD
Numbers will be on the upper right hand corner of the back flap in black ink and on the end tab in color bars.
- Color Coded Labels: Folder number will be printed in black ink under the bar code, with the case number following. There will be four color bars total. The last color bar will represent the last two numbers of the case number. Labels can be any color with the exception of yellow. Year band number will be at top with bar code

| Description | Estimated Annual Order | Unit Cost | Extension |
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Section 2 - Group B - County Clerk File Folder Jackets

following.

- Color coded number and bar code must be visible from both sides.
- Laminated Color Coded Labels and Bar Code
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

Section 2 – Group B: Grand Total

\$ _____

Optional Services: Contractor is required to state the price for a Generic Unnumbered and Un-Labeled File Folder Jacket that may be ordered on an as needed/basis though out the year. The specifications are as follows:

- Size: Letter (9-1/2" x 12-3/8" overall)
- Folder Color: TBD (Specify colors available below)
- Material: Front to be 15 point , entire back will be two-ply reinforced 30 point
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Folders must be scored to allow 2" expansion
- Fasteners: Embedded 2K style. Position 1 only
- Printed in black ink on front cover, inside front, back flap, and back cover, different copy
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

| Description | Estimated Annual Order | Unit Cost | Extension |
|-------------|------------------------|-----------|-----------|
|-------------|------------------------|-----------|-----------|

Specify Price for 500 - 999 \$ _____/each

Specify Price for 1,000 - 1,999 \$ _____/each

Specify Price for 2,000 – 2,999 \$ _____/each

Specify Price for 3,000 – 3,999 \$ _____/each

Specify Price for 4,000 - 4,999 \$ _____/each

Specify Price for 5,000 and up \$ _____/each

Specify Colors that are available: _____

Specify delivery time frame after proof approval: _____

- Size: Legal (9-1/2" x 15-1/4" overall)
- Folder Color: TBD (Specify colors available below)
- Material: Front to be 15 point , entire back will be two-ply reinforced 30 point
- Tabs: End tab on right side of folder measures 3/4" w x 8-1/2". Front flap undercut 1/2" across the top full length
- Folders must be scored for 3/4" expansion
- Fasteners: Embedded 2K style. Position 1 only
- Printed in black ink on front cover, inside front cover and back cover, different copy
- Proof Required
- Packaging: All file folder jackets will be boxed and labeled accordingly
- Brand: Smead or equal
- Inside Delivery Required

Specify Price for 500 – 999 \$ _____/each

Specify Price for 1,000 - 1,999 \$ _____/each

Specify Price for 2,000 – 2,999 \$ _____/each

Specify Price for 3,000 – 3,999 \$ _____/each

Specify Price for 4,000 - 4,999 \$ _____/each

Specify Price for 5,000 and up \$ _____/each

Specify Colors that are available: _____

Specify delivery time frame after proof approval: _____

Group C: Records Management E-Certified Envelopes

#10-24# E-Certified Mailer

- #10 E-Certified Mailer
- 24# white wove
- TOP WINDOW POSITION: 1- 1/2x 5-1/2(L) 1/2 B (2)
- BOTTOM WINDOW POSITION 1-1/8x 4-1/2(L) 7/8(B) 1/2
- Selifan window material
- "E-certified" printed 1 color Green with bleed

Specify Price per 1000 \$ _____/M

#6 x 9 E-Certified Mailer

- 6 x 9 Booklet Envelopes
- 24# White Wove
- TOP WINDOW POSITION: 1-1/2x5-1/2(L) 1/2(B) 3-1/2
- BOTTOM WINDOW POSITION: 1-1/4x3-1/4(L) 1/2(B) 3/4
- Selifan window material
- "E-certified" printed 1 color Green with bleed

Specify Price per 1000 \$ _____/M

6x9.5 E-Certified Mailer

- 6 x 9.5 Booklet Envelope
- #24 White Wove
- TOP WINDOW POSITION: 1-1/2x5-1/2(L) 7/8 (B) 3-1/2
- BOTTOM WINDOW POSITION: 1-1/4x 4-1/2 (L) 7/8(B) 1-3/4
- Selifan window material
- "E-certified" printed 1 color Green with bleed

Specify Price per 1000 \$ _____/M

#9.5x12 E-Certified Mailer

- 9.5x 12 Catalog Envelopes
- #24 White Wove
- TOP WINDOW POSITION : 1-1/2x5-1/2(L) 1/2 (B) 9-1/2
- BOTTOM WINDOW POSITION: 1-1/4x3-1/4(L) 1/2 (B) 6-3/4
- Selifan window material
- "E-certified" printed 1 color Green with bleed

Specify Price per 1000 \$ _____/M

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

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

Specify Prompt/Early Payment Discount Terms (if any): _____% _____ Days. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office. The award of this bid will not be based upon prompt/early payment discounts.

Note: Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self-insured employee coverage requirements and adequate liability limitations. SEE Page 3, Paragraph 3.

Please answer the questions listed below

Specify the name, telephone number and e-mail address (if any) of the designated account representative who will be managing daily activities of this account: _____

Cooperative Purchasing: Should other Governmental Entities decide to participate in this contract, would you, the awarded Contractor agree that all terms, conditions, specifications, and pricing would apply to that entity? Yes _____ No _____

Note: All purchases by Governmental Entities other than Dallas County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Dallas County will not be responsible for other Governmental Entity's debt.

Information on Provision of Health Insurance Coverage for Employees

Dallas County may consider the provision of health insurance coverage for employees in the bid evaluation process (see page 3, paragraph 5). Please complete the information below to assist in this evaluation.

- a) Does your company provide health insurance coverage to its employees?
Yes _____ No _____
- b) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of:
90% for employee only coverage? Yes _____ No _____
65% for family coverage? Yes _____ No _____
- c) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of 75% for employee only coverage and 50% for family coverage?
Yes _____ No _____
- d) If your company provides health insurance coverage to its employees, is the coverage comparable to the services provided by Dallas County as described in the attached summary plan description? (See Attachment - A)
Yes _____ No _____
- e) If your company plans to utilize subcontractors in the fulfillment of this bid, does each of the subcontractors provide health insurance coverage to their employees that compares to Dallas County's health insurance coverage and share in the cost?
Yes _____ No _____

In the event Dallas County elects to give a preference to a bidder who provides comparable health insurance, that bidder and any subcontractors will be required to provide additional documentation of the declared health insurance coverage.

For Statistical Gathering Purposes Only:

Please indicate to Dallas County whether the principal company owner is a: (Please Check One)

Dallas County Tax Payer

Other County Tax Payer (Specify): _____

Is your company certified through an agency "other than" North Central Texas Regional Certification Agency (NCTRCA)? (Example: Statewide Historically Underutilized Business (HUB) Program, MBE, WBE, DBE, SBA, SBA, Veteran, 8(a))

Yes _____ No _____

If yes, please provide state the agency name and the applicable certification number below:

Certifying Agency Name: _____

Registration or Certification Number: _____

Expiration Date: _____

Please indicate the manner in which you were notified of this solicitation:

Daily Commercial Record

Dallas County Website

Letter from Dallas County Purchasing Department

Other: specify: _____

Bidders are required to indicate whether they have the required products on hand at the time of the bid or whether they will be required to obtain such upon award. Please indicate by checking the appropriate box:

I/We do have the products in stock

I/We will be required to obtain the products upon award of bid

The attached documents shall be submitted with bid documents:

1. Dallas County Insurance Requirement Affidavit
2. Affidavit (if applicable)

Thank You

Specify the name, telephone number and e-mail address (if any) of the account representative who will be handling this account:

ACCOUNT REPRESENTATIVE: _____

TELEPHONE NUMBER: _____

E-MAIL _____

ADDRESS: _____

CITY: _____ ST. _____ ZIP: _____

FEDERAL TAX ID NO. _____

Attachment A

Dallas County Health Plan Summary

| Feature | In-Network (Choice Network) |
|--|--|
| Select a Primary Care Physician | No |
| Annual Deductible | Does Not Apply |
| Coinsurance (after copays) | You 10%; Plan 90%; Plan 100% after OOP |
| Annual Out-of-Pocket Maximum (OOP) | \$2,000 individual/\$4,000 family |
| Annual Maximum | Unlimited |
| Physician Services Office Visits Hospital Visits | \$25 PCP / \$30 Specialist No copay |
| Urgent Care Visit | \$30 copay |
| Preventive Care (subject to health care reform rules for billing and when a copay applies) Well Child Care (birth to age 17) Annual Well-Woman Exam Routine Screening Mammography (age 35+) Adult Health Assessments (age 18 +) Immunizations Routine Eye Exam Screening Colonoscopy | No copay No copay No copay No copay No copay Refer to VSP Choice Plan No copay |
| Eyewear, Frames, Contacts | Refer to VSP Choice Plan |
| Maternity Services Prenatal and Postnatal Care – 1 st visit only Delivery in Hospital Newborn Care in Hospital (Routine) | \$25 PCP / \$30 Specialist \$200 copay per day, maximum \$800 Included with routine delivery |
| Inpatient Hospital | \$200 copay per day, maximum \$800 |
| Outpatient Surgery | \$300 copay |
| Lab & X-ray Outpatient (minor) | No copay in physician office or in-network lab or radiological provider |
| Hospital Emergency Care Services | \$150 copay – waived if admitted |
| Skilled Nursing Facility | You 10%; Plan 90%; Plan 100% after OOP up to 60 days annually |
| Home Health Care | You 10%; Plan 90%; Plan 100% after OOP up to 120 days annually |
| Allergy Care Services | \$25 PCP / \$30 Specialist |
| Chiropractic | \$30 copay per visit – maximum 20 visits per year |
| Infertility Services \$20,000 Lifetime Maximum | You 10%; Plan 90%; Plan 100% after OOP (excludes in vitro and drug coverage) |
| Medical Supply & Equipment (DME) | You 10%; Plan 90%; Plan 100% after OOP |
| Mental Health Services | |
| Outpatient Visits | \$25 visit – maximum 20 visits per year |
| Inpatient | \$200 copay per day, maximum \$800 limits apply to number of days annually |
| Serious Mental Illness | Treated like any other illness |
| Substance Abuse | Limited to 3 lifetime episodes of care |



DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT

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

To Be Completed By Insurance Agent/Broker and Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days after contract award and prior to commencement of services, meet all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone No: (____) _____

Fax No: (____) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will have my insurance agent provide this information to Dallas County, meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County reserves the right to cancel the contract for non-performance. If you have any questions concerning these requirements, please contact the Dallas County Human Resource / Civil Service's Risk Manager at 214-653-7668.

Insurance Agent/Broker Signature: _____

Date: _____

Bidder's Signature: _____

Date: _____

WAIVER OF WORKERS' COMPENSATION INSURANCE AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DALLAS §

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

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

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

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

Further affiant sayeth not."

Name

Company

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

Notary Public in and for the State of _____

Commission Expires



DALLAS COUNTY M/WBE SPECIFICATIONS

**Matthew Parson, Minority Business Officer
Minority & Women Business Enterprises**

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

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

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

Check upon completion (forms attached):

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

Note

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

1. GOOD FAITH EFFORT

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

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

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

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

Total Amount of Your Bid/Proposal \$ _____

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

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

| Name of MBE/WBE | NCTRCA* Certification # | Phone # | S / M** | Description of Work | Amount | % |
|-----------------|-------------------------|---------|---------|---------------------|--------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |

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

No MBE/WBE's Added: Please Explain: _____

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

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

() _____

Printed Name Of Preparer

Signature

Title

Date

3. LETTERS OF ASSURANCE

Letter Of Assurance "A"

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

Name of Company Signature Title (Officer of firm) Date

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

or

Letter Of Assurance "B"

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

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

or

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

Name of Company Signature Title (Officer of firm) Date

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

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

=====

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

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

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

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

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

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

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

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

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

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number

Project Title

Invoice #

Work Order Date

Job #

Prime/General Contractor: _____

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

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

Note:

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

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director

Signature of Officer/Director

Date

Dallas County Project Manager

Date

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

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

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

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

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

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

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

7

Signature of person doing business with the governmental entity

Date