



NOTICE

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

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

VENDOR MUST IMMEDIATELY RETURN THIS FORM BY FAX

VENDORS RESPONSIBILITY:

Vendors are responsible to download and complete any addendums.

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

*Addendum's extending Bid Openings may be posted on the same day

SPECIFICATION DOWNLOADED ACKNOWLEDGMENT

Bid No. 2008-046-3344-ESBD

Request for Proposal to Provide Electronic Monitoring Services

COMPANY NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

TELEPHONE: _____ FAX NUMBER: _____

E-MAIL: _____ Web site: _____

SIGNATURE: _____ DATE: _____

Federal Tax I.D.# _____

FAX TO: DALLAS COUNTY PURCHASING DEPARTMENT

214-653-7878 or 214-653-7449

PLEASE NOTE:

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

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



**DALLAS COUNTY
RFP No. 2008-046-3344**

**REQUEST FOR PROPOSAL FOR AN ANNUAL CONTRACT TO
PROVIDE ELECTRONIC MONITORING SERVICES**

PROPOSALS DUE ON:

**Monday, January 21, 2008 @ 2:00 p.m. (CST)
Dallas County Purchasing Department
509 Main St., 6th Floor, Room 623
Dallas, Texas 75202**

PRE-PROPOSAL CONFERENCE WILL BE HELD ON:

**Wednesday, January 9, 2008 @ 10:00 a.m.
Dallas County Purchasing Department Conference Room
509 Main Street, Suite 623
Dallas, Texas 75202**

DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2008-046-3344

INTENT

The intent of this request is to solicit proposals from qualified agencies, firms, organizations, and/or individuals to provide electronic monitoring services for the Dallas County Juvenile Department.

INSTRUCTIONS FOR COMPLETING OFFERS

By submitting a response to this RFP, the proposing Firm represents that it has read and understands the requirements of this RFP and that the response is made in accordance therewith.

PROPOSAL FORMAT

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Proposals must be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. All parts, pages, figures, and tables must be numbered and clearly labeled.

THE COUNTY'S COMMITMENT

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

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

The materials and information included in this RFP are intended to assist the Offeror in the formulation of responses.

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

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

AMBIGUITY, CONFLICT OR OTHER ERRORS IN RFP

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

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

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

SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the vendor contractually. If the vendor is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2008-046-3344

DELIVERY OF PROPOSALS

All proposals shall be delivered to:

Dallas County Purchasing Department
Attn: Gloria Torres
509 Main Street
Room 623, Records Building
Dallas, Texas 75202

Six (6) copies of the proposals shall be delivered by **2:00 P.M., Monday, January 21, 2008**, and shall be clearly marked "**RESPONSE TO REQUEST FOR PROPOSAL FOR AN ANNUAL CONTRACT TO PROVIDE ELECTRONIC MONITORING SERVICES**" on the outside of the sealed package to be considered. **Six copies** must be submitted with one containing the original signature.

Late proposals will be returned to the bidder unopened. Dallas County will not be responsible for un-marked/improperly marked proposals or for proposals delivered to the wrong location.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on Wednesday, **January 9, 2008 at 10:00 a.m.** in the Purchasing Department Conference Room – 509 Main Street, Suite 623, Dallas, Texas 75202. Attendance at the pre-proposal conference is encouraged but is not mandatory. The purpose of this conference is to facilitate responses to all Proposer's questions concerning the content of this RFP document. **Initial questions are to be submitted, in writing, to Gloria Torres by noon (CST), Monday, January 7, 2008** via email @grtorres@dallascounty.org or by fax to 214-653-7449 or via mail to Dallas County Purchasing Department, 509 Main Street, Room 623, Dallas TX 75202, these questions will be addressed during the pre-proposal conference.

Additional Questions and Answers during and/or after the Bidders Conference

Firms will be required to submit, in writing, any additional questions presented at the pre-proposal and/or after the conference. All additional questions must be received by 2:00 p.m. (CST), Friday, January 11, 2008. All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the **January 11, 2008** deadline date. No oral communication is binding on the County.

ECONOMY OF PRESENTATION

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

PROPOSAL OBLIGATION

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

IMPLIED REQUIREMENTS

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

COMPLIANCE WITH RFP SPECIFICATIONS

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

WITHDRAWAL OF PROPOSAL

A vendor may withdraw his proposal by submitting a written request for its withdrawal over the signature of an authorized individual as described in Section 3 and 4 above, to the Purchasing Agent at any time prior to the submission deadline. The vendor may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, will not be considered if submitted after the deadline.

DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2008-046-3344

STATUS OF PROPOSAL

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

DISCLOSURE OF PROPOSAL CONTENT

Pursuant to Texas Local Government Code Section 262.030, proposals shall be opened so as to avoid disclosure of contents to competing offerors. It is Dallas County's intent not to release details of the proposals until all ensuing negotiations have been completed and contractual agreements have been executed.

TRANSFER/SUBCONTRACTING

The Contractor shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the County.

Contractor shall not subcontract all or any portion of the work or services to be rendered as shown herein, without the written consent of the County. 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. In addition thereto, If any part of the work is sublet with the approval of the County, the Contractor shall require any and all subcontractors performing work under this Contract to carry insurance of the types and within limits of liability as required for the Contractor herein or as otherwise may be agreed in writing between the County and Contractor. In the event a subcontractor is unable to furnish adequate insurance required under this Contract or agreed upon in writing, the Contractor shall endorse the subcontractor as an Additional Insured. The Contractor shall obtain and furnish the County Certificates of Insurance evidencing subcontractors' insurance coverage. No contractor or subcontractor shall perform any work, give any services or be included in the request for any payment by County until all insurance requirements have been met to the satisfaction of County.

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.

TERMINATION

Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this Contract shall be basis for termination of the Contract by the County. County may immediately terminate this Contract due to insufficient funding. Termination in whole or part, by the County may be made at its option without cause 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 a ten (10) day written notice to the Contractor, with the understanding that all work being performed under this Contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies, which are unsatisfactory. Contractor may, at the sole discretion of COUNTY, be given a reasonable opportunity prior to termination to correct any deficiency, such period not to exceed thirty (30) days.

In the event of termination by the COUNTY, Contractor shall cease all work upon receipt of notice of termination. Contractor shall invoice County for all work satisfactorily completed and shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of termination. No amount shall be due for lost or anticipated profits. All information, data or files related to the Project or furnished by County to Contractor shall become the property of County and shall be promptly delivered to County in a reasonably organized form, without restriction on future use. Should County subsequently contract with a new Contractor for continuation of services on the Project, Contractor shall cooperate in providing information.

If the termination of this Contract is due to the failure of the Contractor to fulfill its obligations:

The County may take over the project and prosecute the work to completion by contract or otherwise. In such case, the Contractor shall be liable to the County for any additional cost to the County may incur, and The cost to the County of employing another firm to complete the required work, the time required to do so and other factors, which affect the value to the County of the work performed to the date of default may, at the sole discretion of the County, be offset against the amount of compensation, if any, to be paid to Contractor.

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TEST SAMPLES

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 product(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.

LOSS, DAMAGE OR CLAIM

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, judgements or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

COLLUSION

The successful vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint proposal for the purpose of providing a complete proposal.

INDEMNIFICATION

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, intentional or 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, judgements 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, consultants, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

MONETARY RESTITUTION

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Vendor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of moneys owed) from the Vendor 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 Vendor.

VENUE

The construction, interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas, and exclusive venue shall be in Dallas County, Texas.

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CONFLICT OF INTEREST

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 Vendor during all phases of the contract process to notify the County in writing of any potential conflict of interest.

LITIGATION

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

PROVISION OF INSURANCE

1. Within ten (10) days after the Effective Date of this Contract, Dallas County requires and Vendor agrees to furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Vendor shall, in the ten (10) day period shown above, furnish to the Dallas County Purchasing Department verification of the insurance coverage by providing Insurance Certificates in the type and amount required herein, meeting all conditions in this Contract, by an insurance company acceptable to County and authorized to do business in the State of Texas. Such insurance shall show the County as the certificate holder. **INSURANCE CERTIFICATES MAY BE PROVIDED WITH THE PROPOSALS.**

2. The minimum insurance required is as follows:

- a. Worker's Compensation insurance or self insured employee coverage in the amount as required by the law of the State of Texas or Federal law, meeting the acceptability requirements as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code. In the event that any work is sublet Vendor shall require the sub-vendors similarly to provide Worker's Compensation Insurance for all the latter employees unless such employees are afforded protection by the Vendor. In case any class of employee engaged in hazardous work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Vendor shall provide and shall cause each sub-Vendor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.
- b. Comprehensive General Liability Insurance including Contractual Liability, covering, but not limited to, the liability for injury or death of the Vendor's or County's employees and third parties, extended to include personal injury coverage, and for damage to the County's existing property and property of third parties, with the minimum limits for each occurrence of Four Hundred Thousand and 00/100 Dollars (\$400,000.00).
- c. Comprehensive Automotive and Truck Liability insurance covering Vendor owned, hired and non-owned vehicles, with the minimum limits of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) per occurrence for bodily injury and property damages.

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

- a. Name Dallas County and its officers, employees and elected representatives as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for forty-five (45) days notice to the County for cancellation, non-renewal or material change.
- c. Provide for an endorsement that the "other insurance" Clause shall not apply to Dallas County where County is an additional insured on the policy.
- d. Provide for notice to the County at the address shown below by registered mail.

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- e. Vendor agrees to waive sub-rogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
 - f. Vendor shall provide that all provisions of this contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.
4. Vendor shall notify County in the event of any change in coverage and shall give such notices not less than 45 days prior to the change, which notice must be accompanied by a replacement Certificate of Insurance.
5. Approval, disapproval or failure to act by the County regarding any insurance supplied by Vendor shall not relieve Vendor of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Vendor from liability.

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I. PROGRAM DESCRIPTION

Electronic Monitoring has been incorporated into a comprehensive program designed to protect the public from criminal offenders by imposing restrictions on movement. By design, the Community Control Program utilizes Electronic Monitoring equipment to insure that the offender complies with all Conditions of Probation. All program participants are placed on daily activity schedules which may or may not include times away from home.

CURRENT AVERAGE USAGE, COST AND TYPE OF SERVICE

<u>JUVENILE</u>	# of Units	Average Length of Service	Cost Per Unit
Standard Units	165*	34 Days (Current)	\$3.69 (Current)
Standard Units w/o Phone Lines	21	28 Days (Current)	\$4.00 (Current)
Standard Units w/o Phone Lines	250-300**	34 Days (Predicted Usage)	

* Current Juvenile Department usage is restricted as more families do not have land lines and the number of available "standard units without phone lines" has been limited. Our intention is to utilize cellular phone technology in lieu of land lines

**Optimum number of units needed to operate efficiently independent of availability of land lines.

II. ELECTRONIC MONITORING SYSTEM

The vendor shall propose an electronic surveillance system that has the ability of identifying the offender, monitoring his/her presence and detecting unauthorized absences at a specific location.

A. Equipment

An offsite system is currently in operation. Of paramount concern is the ability of the vendor to demonstrate delivery of prompt and efficient service.

Each vendor's proposal should include the capabilities of the service/equipment to monitor with or without phone lines. If cellular technology is not available, vendor must supply a cost per unit per day for the provision of downloading service or the installation of phone service. Vendor shall provide daily download service in the event that this is necessary.

Based on the Evaluation Committee's recommendation, selected vendors will be afforded the opportunity to demonstrate specifics with regard to the internal operations of computers, transmitters, home monitoring units, etc.

B. GPS Units

Each vendor should provide a solution for providing GPS monitoring units which:

- include a relatively small unit that is inconspicuous
- utilize a secure web based application for set-up and review
- provide an extensive monitoring radius (>1000 sq. ft)
- have a long battery life before recharging
- provide passive/active monitoring capability
- no telephone "landline" connections required
- a single one piece ankle bracelet devise (GPS installed) is preferred

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C. Service

Regardless of location, Electronic Monitoring Technicians or Service Providers will be expected to perform on short notice and to be available after normal business hours.

D. Drive By Monitoring

Vendor shall propose a Drive By receiver capable of receiving signals generated by any transmitter. Drive by receiver shall receive transmitter events for review. Two (2) receivers should be included in the overall per unit per day charge to be furnished to the department.

III. CLIENT RECORDS/REPORTS

The vendor shall securely archive all electronic data for the life of the contract. The proposed system for client records/reports shall include, but not be limited to the following:

- A. The ability to prevent unauthorized access to data contained in the system.
- B. The ability to provide daily printouts by 8:00 A.M. the following day on the activities of each participant.
- C. The ability to provide back up data on a daily basis to prevent data loss due to system failure.
- D. The ability to provide a contingency plan for a back up system in case of a system malfunction or failure.
- E. The ability to archive all contact with participants.
- F. Submit procedures for various levels of notification to the duty officer for violations.

IV. EVALUATION CRITERIA

Dallas County reserves the right to use the optional services in the final determination of award. All proposals will be evaluated by a committee comprised of the following: Juvenile Department (2 representatives), Auditor's Office and Purchasing Department. Minority/Women Business information will be evaluated by the Dallas County M/WBE Coordinator.

The committee will evaluate each proposal based on the contents of the proposal utilizing the following evaluation criteria. Proposals should be prepared to directly respond to each section of the evaluation criteria.

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EVALUATION CRITERIA	POINTS
A. Cost for Services Described and Optional Services Selected	0-40
B. Program Design 1. Equipment 2. Reports 3. Training of Staff 4. Archival System/Security 5. Scheduling Flexibility	0-25
C. Response Time 1. Installation 2. Disengagement 3. Repair/ Replacement	0-15
D. Experience Years of experience providing electronic monitoring services to governmental agencies	0-5
E. M/WBE Participation	0-15
TOTAL POINTS	100

V. REQUIREMENTS OF VENDOR

The vendor shall be required to perform the following activities:

- A. Train authorized County personnel on the installation and operation of equipment for general familiarization.
- B. Installation and disengagement of equipment. (If proposal includes vendor installed and/or removal of equipment then technicians shall be available as indicated below.)

INSTALLATION: Technicians must be available each Monday and Friday on site at the agency for installations and on call any other day of the week for installations. Days are subject to change by the agency.

DISENGAGEMENT: Vendor acknowledges that billing ceases upon agency notification to vendor to disengage equipment not the date the equipment is recovered by a technician.

- C. Provide prompt repair or replacement of damaged or malfunctioning equipment at no expense to Dallas County.
- D. Provide a set of all necessary tools and supplies for each monitoring location for minor replacement and/or adjustments.
- E. Verifying Curfew Violations

If vendor utilizes a monitoring center, vendor shall have monitoring center personnel call the residence of a program participant in the event of a curfew violation. Curfew violation parameters are determined by Dallas County. The purpose/procedure of the call will be to ask for the participant and document any response received.

Vendor shall also call upon a participants return from a curfew violation. The purpose/procedure of the call will be to ask for the participant and document any response received.

In the event of no answer, a “No Answer” comment will be recorded. Documentation of a “No Answer” will only be allowed after five (5) rings. Receipt of an answering machine, voice mailbox, or

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busy signal shall be documented as such and not require further action from monitoring center personnel.

Responses received shall be documented, archived, and available for review by the agency upon request for a period of three (3) years beyond the final date of the contract, including all extension options.

Vendor may propose an alternate system for reporting, confirming and tracking violations. Proposal shall detail these alternative strategies.

- F. Vendor shall appear and testify at any legal proceeding, without additional cost to Dallas County, upon request or in response to a subpoena regarding the manufacturer and/or technical operation of the vendor's equipment.

VI. OTHER SERVICES

FACSIMILE EQUIPMENT

The Electronic Monitoring Program has traditionally operated utilizing facsimile equipment and supplies provided by the vendor. Dallas County has traditionally furnished telephone lines. If the proposed solution anticipates the need for utilization of facsimile equipment, the vendor shall provide a toll-free line for communicating information via facsimile. Toll-free lines shall also be provided by the vendor for agency use when contacting the vendor on any monitoring related matters.

Due to the nature of the reports received and the requirement to retain the reports, bond paper facsimile equipment will be required. One bond paper facsimile machines will be required under this contract for the Juvenile Department.

Since this equipment will be owned by the Electronic Monitoring vendor, it is required that all faculties to maintain and operate the facsimile equipment (toner cartridges, toner drums and maintenance service) must be furnished by the vendor.

Average daily use of machines: 125 transmissions daily

VII. PAGERS AND CELLULAR TELEPHONES

The Electronic Monitoring Program has traditionally operated with the use of pagers and cellular telephones furnished by the vendor. If the proposed solution anticipates the need for utilization of cellular telephones or pagers, the associated costs should be included in the per diem costs.

CURRENT CELLULAR REQUIREMENT

Cellular phones will be furnished at no additional cost. All costs of the equipment must be included in the per unit per day cost. Cellular phones with unlimited local usage minutes of anytime air time per phone per month. Cellular phones must include base chargers and automobile charging adaptors. Replacement batteries and phones must be furnished as needed. Currently, one (1) cellular phone is required. Upon adding additional staff, extra equipment would be required.

CURRENT PAGER REQUIREMENT

Two (2) pagers will be furnished at no additional cost. All cost of the equipment must be included in the per unit per day cost. Replacement batteries and pagers must be furnished as needed.

VIII. PRICE QUOTATIONS

DALLAS COUNTY REQUEST FOR PROPOSAL NO. 2008-046-3344

- A. All pricing quoted must include all cost elements including warranty, insurance, shipping and handling for each specific type of monitoring services proposed.

Pricing must reflect the cost per unit, per day, based upon a seven day per week, 24 hour per day monitoring operation for each type of service monitoring proposed. Specifically, the pricing must clearly define the cost for standard monitoring services using cellular technology and/or GPS technology. The per day cellular cost should be broken down into its individual components, i.e., cellular equipment, monitoring services, etc.

- B. Pricing quoted must be guaranteed for a one year contract period beginning February xx, 2008 through January xx, 2009. Upon mutual agreement and Dallas County Commissioners Court approval, this contract may be extended for up to four (4) additional one year periods. The pricing negotiated upon each renewal must also be guaranteed for the full one year contract period.
- C. Proposed pricing must be for units actually in use on a per day, per unit basis.
- D. Dallas County is exempted from Federal Excise and State Sales Tax; therefore, tax must not be included in this proposal.

IX. INVOICES

Original and one (1) copy of the itemized invoices shall be sent directly to the originating department. Invoices will be separated by Program/Service as determined by the individual agency. Currently Juvenile receives the invoice in two sections: Standard Electronic Monitoring and Monitoring without Phone Service, and GPS monitoring may be a separate service.

Invoices should be sent to the following address: Dallas County Juvenile Department
Henry Wade Juvenile Justice Center
Attention: Ben Wise
2600 Lone Star Drive
Dallas, Texas 75212

X. REFERENCES

MONITORING PROGRAMS

Vendor shall submit a list of references with a minimum of three (3) which includes current and/or past customers. At least two (2) of the references shall be customers who are using or have used the equipment and monitoring services proposed in your response to Dallas County.

References Must Include: Name of the Agency
Name of the Contact Person
Contact Person's Phone Number
Type of Equipment Utilized
Type of Monitoring Provided

If any aspect of the equipment proposed is new to the market, vendor shall provide documentation of equipment field testing, to include the name and telephone number of agencies participating in field testing.

MONITORING CENTER MANAGER AND STAFF

Provide a resume of the Monitoring Center Manager and each staff member which will participate in the Dallas County contract.

Dallas County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities in the best interest of the County.



**DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Insurance Agent/Broker And Bidder

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

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ Fax No: () _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

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

Insurance Agent/Broker Signature: _____ **Date:** _____

Bidder's Signature: _____ **Date:** _____



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

Questions concerning this section should be directed to:

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

MINORITY/WOMEN BUSINESS SPECIFICATIONS FOR BIDS/RFPs

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

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

Check upon completion (forms attached):

- 1. Compliance with Dallas County's Good Faith Effort Policy.
- 2. MBE/WBE Participation Report Form.
- 3. A Letter of Assurance A or a Letter of Assurance B.
- 4. MBE/WBE Identification.
- 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work).
- 6. Dallas County M/WBE Payment Report.

Note

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

filename: c:/mwbe/mwbe_899 wpd

1. GOOD FAITH EFFORT

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

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

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

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER

PROJECT TITLE

Total Amount of Your Bid \$ _____
(The amount above should equal the total amount as shown on the bid sheet)

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

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

*North Central Texas Regional 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

DALLAS COUNTY Vendor Statistical Report <small>(prime/subs performing >19% of initiative)</small> Permanent Full-Time Employment <small>(not part time/temp/seasonal)</small>			COMPANY NAME:						
			ADDRESS:						
			TELEPHONE:						
MALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER		
Officials/Managers									
Professionals									
Technicians									
Sales Workers									
Office/Clerical									
Craft Workers (Skilled)									
Operatives (Semi Skilled)									
Laborers (Unskilled)									
SERVICE WORKERS									
TOTAL									
FORMAL ON-THE-JOB TRAINEES:									
WHITE COLLAR									
PRODUCTION									
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER		
Officials/Managers									
Professionals									
Technicians									
Sales Workers									
Office/Clerical									
Craft Workers (Skilled)									
Operative-(Semi Skilled)									
Laborers (Unskilled)									
Service Workers									
TOTAL									
FORMAL ON-THE-JOB TRAINEES:									
WHITE COLLAR									
PRODUCTION									
TOTAL									
CHECK ONE:	Minority-Owned Firm Certification #			Issued by NCTRCA	Signature/Date: Typed Name and Title:				
	Women-Owned Firm Certification #			Issued by NCTRCA					
	Non-Minority Owned Firm								

DESCRIPTION OF JOB CATEGORIES

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

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

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

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

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

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

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

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

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

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when no trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number
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 Mgr
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	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

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

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

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

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



CONFLICT OF INTEREST QUESTIONNAIRE

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

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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