

RESOLUTION NO. 2020-631

(Term Contract for Road and Highway Materials)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING A TERM CONTRACT FOR ROAD AND HIGHWAY MATERIALS TO OLDCASTLE MATERIALS TEXAS, INC. (TEXASBIT).

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens; and

WHEREAS, Chapter 271, Subchapters D and F, of the Local Government Code (Cooperative Purchasing Programs) authorize cities to enter into cooperatives with the state or other local governments for the purpose of procuring goods and services; and

WHEREAS, the County of Dallas awarded IFB No. 2018-057-6750 Term Contract for Road and Highway Materials, Asphaltic and Non-Asphaltic Materials through Court Order 2019-0010 authorizing cooperative purchasing; and

WHEREAS, the City of Parker desires to utilize the unit pricing for Highway and Road Materials through the Contract with Oldcastle Materials Texas, Inc. (TexasBit).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, AS FOLLOWS:


SECTION 1. Cooperative purchasing through Dallas County's Term Contract for Road and Highway Materials with Oldcastle Materials Texas, Inc. (TexasBit) is hereby approved.

SECTION 2. The Parker City Council authorizes the Mayor to execute all necessary documents in connection therewith on behalf of the City of Parker.

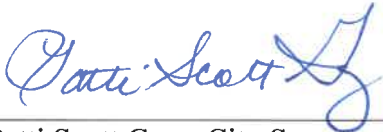
DULY RESOLVED by the City Council of the City of Parker, Collin County, Texas on this the 21st day of July, 2020, effective this date.

APPROVED:
CITY OF PARKER




Lee Pettie, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Patti Scott Grey", written over a horizontal line.

Patti Scott Grey, City Secretary

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "Brandon Shelby", written over a horizontal line.

Brandon Shelby, City Attorney

7	<p>HIGH PERFORMANCE COLD MIX, AS PER BID SPECIFICATION, RAPID ROAD REPAIR R3 OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p>SPECIFY: PLANT LOCATION</p> <p>STREET ADDRESS: <u>320 Iron Horse Dr.</u></p> <p>CITY/STATE/ZIP CODE: <u>Terrell, Tx. 75160</u></p> <p>TELEPHONE NO: <u>972-543-4095</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p>	100 TONS	\$ <u>105.00</u>	\$ <u>10,500.00</u>
8	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 1,500 TONS OR MORE PER JOB</p> <p>SPECIFY: PLANT LOCATION #1</p> <p>STREET ADDRESS: <u>4625 Leston Ave.</u></p> <p>CITY/STATE/ZIP CODE: <u>Dallas, Tx. 75247</u></p> <p>TELEPHONE NO: <u>214-631-7182</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p> <p>PLANT LOCATION #2</p> <p>STREET ADDRESS: <u>4601 Scyene Rd.</u></p> <p>CITY/STATE/ZIP CODE: <u>Sunnyvale, Tx. 75182</u></p> <p>TELEPHONE NO: <u>972-226-4074</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p>	2,000 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ <u>69.88</u>/ton</p> <p>Plant #2 \$ <u>72.58</u>/ton</p> <p>Plant #3 \$ _____/ton</p>	\$ <u>139,740.00</u>

	<u>PLANT LOCATION #3</u>			
	STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
9	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 500-1499 TONS PER JOB <u>SPECIFY:</u> <u>PLANT LOCATION #1</u> STREET ADDRESS: <u>4625 Liston Ave</u> <hr/> CITY/STATE/ZIPCODE: <u>Dallas, Tx. 75247</u> <hr/> TELEPHONE NO: <u>214-631-7682</u> <hr/> HOURS OF OPERATION: <u>8am - 5 pm</u> <hr/> <u>PLANT LOCATION #2</u> STREET ADDRESS: <u>4601 Scyene Rd.</u> <hr/> CITY/STATE/ZIPCODE: <u>Sunnyvale, Tx. 75182</u> <hr/> TELEPHONE NO: <u>972-226-4074</u> <hr/> HOURS OF OPERATION: <u>8am - 5 pm</u> <hr/> <u>PLANT LOCATION #3</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/>	1,500 TONS	\$ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ <u>70.18</u> /ton Plant #2 \$ <u>72.88</u> /ton Plant #3 \$ _____/ton	\$ <u>105,270.00</u>

	TELEPHONE NO: HOURS OF OPERATION:			
10	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 7.5-499 TONS PER JOB</p> <p>SPECIFY: PLANT LOCATION #1</p> <p>STREET ADDRESS: <u>4625 Lesson Ave.</u></p> <p>CITY/STATE/ZIPCODE: <u>Dallas, Tx. 75247</u></p> <p>TELEPHONE NO: <u>214-631-7682</u></p> <p>HOURS OF OPERATION: <u>8am - 3pm</u></p> <p>PLANT LOCATION #2</p> <p>STREET ADDRESS: <u>4601 Scyone Rd.</u></p> <p>CITY/STATE/ZIPCODE: <u>Sumner, Tx. 75182</u></p> <p>TELEPHONE NO: <u>972-224-4074</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p> <p>PLANT LOCATION #3</p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>	1,000 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ <u>81.60</u> /ton Plant #2 \$ <u>84.30</u> /ton Plant #3 \$ _____/ton	\$ <u>81,600.00</u>

11	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE C, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 1,500 TONS OR MORE PER JOB</p> <p>SPECIFY: <u>PLANT LOCATION #1</u> STREET ADDRESS: <u>4625 Leston Ave.</u> CITY/STATE/ZIP CODE: <u>Dallas, Tx. 75247</u> TELEPHONE NO: <u>214-631-7682</u> HOURS OF OPERATION: <u>9am - 5pm</u> <u>PLANT LOCATION #2</u> STREET ADDRESS: <u>4601 Scyene Rd.</u> CITY/STATE/ZIP CODE: <u>Sunnyvale, Tx. 75182</u> TELEPHONE NO: <u>972-226-4074</u> HOURS OF OPERATION: <u>9am - 5pm</u> <u>PLANT LOCATION #3</u> STREET ADDRESS: CITY/STATE/ZIP CODE: TELEPHONE NO: HOURS OF OPERATION:</p>	1,500 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ <u>75.40</u>/ton Plant #2 \$ <u>78.64</u>/ton Plant #3 \$ _____/ton</p>	\$ <u>113,100.00</u>
12	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER</p>	10,000 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined</p>	\$ <u>746,200.00</u>

<p>BID SPECIFICATIONS 1,500 TONS OR MORE PER JOB</p>	<p>by Plant location and enter below:</p>	<p>Plant #1 \$ <u>74.62</u>/ton</p>	<p>Plant #2 \$ <u>78.16</u>/ton</p>	<p>Plant #3 \$ _____/ton</p>
<p>SPECIFY: <u>PLANT LOCATION #1</u></p>		<p>STREET ADDRESS:</p>	<p><u>4625 Leston Ave</u></p>	<p>CITY/STATE/ZIPCODE:</p>
<p>TELEPHONE NO:</p>	<p><u>214-631-7482</u></p>	<p>HOURS OF OPERATION:</p>	<p><u>7am - 5pm</u></p>	<p><u>PLANT LOCATION #2</u></p>
<p>STREET ADDRESS:</p>	<p><u>4601 Scyene Rd.</u></p>	<p>CITY/STATE/ZIPCODE:</p>	<p><u>Sunnyvale, Tx. 75182</u></p>	<p>TELEPHONE NO:</p>
<p><u>972-226-4074</u></p>	<p>HOURS OF OPERATION:</p>	<p><u>PLANT LOCATION #3</u></p>	<p>STREET ADDRESS:</p>	<p>CITY/STATE/ZIPCODE:</p>
<p>TELEPHONE NO:</p>	<p>HOURS OF OPERATION:</p>	<p>13</p>	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 500-1499 TONS PER JOB</p>	<p>2,500 TONS</p>
<p>SPECIFY:</p>	<p><u>PLANT LOCATION #1</u></p>			
<p>Plant #1 \$ <u>75.18</u>/ton</p>	<p>Plant #2 \$ <u>78.72</u>/ton</p>	<p>39</p>		

<p>STREET ADDRESS: <u>4625 Leston Ave.</u></p> <p>CITY/STATE/ZIPCODE: <u>Dallas, Tx. 75247</u></p> <p>TELEPHONE NO: <u>214-631-7682</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p> <p><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS: <u>4601 Scyene Rd.</u></p> <p>CITY/STATE/ZIPCODE: <u>Sunnyvale, Tx. 75182</u></p> <p>TELEPHONE NO: <u>972-226-4074</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p> <p><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>		<p>Plant #3 \$ _____/ton</p>	
<p>14 HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 7.5-499 TONS PER JOB</p> <p><u>SPECIFY:</u> <u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS: <u>4625 Leston Ave.</u></p> <p>CITY/STATE/ZIPCODE: <u>Dallas, Tx. 75247</u></p> <p>TELEPHONE NO: _____</p>	<p>1,000 TONS</p>	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ <u>87.00</u>/ton</p> <p>Plant #2 \$ <u>90.00</u>/ton</p> <p>Plant #3 \$ _____/ton</p>	<p>\$ <u>87,060.00</u></p>

	<p><u>214-631-7682</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p> <p><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS: <u>4601 Seyore Rd.</u></p> <p>CITY/STATE/ZIPCODE: <u>Sunnyvale, Tx. 75182</u></p> <p>TELEPHONE NO: <u>972-224-4074</u></p> <p>HOURS OF OPERATION: <u>7am - 5pm</u></p> <p><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>			
15	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY:</u> <u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS: <u>4625 Leston Ave.</u></p> <p>CITY/STATE/ZIPCODE: <u>Dallas, Tx. 75247</u></p> <p>TELEPHONE NO: <u>214-631-7682</u></p> <p>HOURS OF OPERATION: <u>8am - 5pm</u></p> <p><u>PLANT LOCATION #2</u></p>	4,000 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1\$ <u>46.50</u>/ton</p> <p>Plant #2\$ <u>48.92</u>/ton</p> <p>Plant #3\$ _____/ton</p>	<p>\$ <u>186,000.00</u></p>

<p>STREET ADDRESS: <u>4601 Scyene Rd.</u></p> <p>CITY/STATE/ZIPCODE: <u>Sunnyvale, Tx. 75182</u></p> <p>TELEPHONE NO: <u>972-226-4074</u></p> <p>HOURS OF OPERATION: <u>9 am - 5 pm</u></p> <p><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>			
<p>16 HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY:</u> <u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS: <u>4625 Leston Ave.</u></p> <p>CITY/STATE/ZIPCODE: <u>Dallas, TX. 75247</u></p> <p>TELEPHONE NO: <u>214-631-7682</u></p> <p>HOURS OF OPERATION: <u>9 am - 5 pm</u></p> <p><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS: <u>4601 Scyene Rd.</u></p> <p>CITY/STATE/ZIPCODE: <u>Sunnyvale, Tx. 75182</u></p>	<p>40,000 TONS</p>	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ <u>51.40</u>/ton</p> <p>Plant #2 \$ <u>54.60</u>/ton</p> <p>Plant #3 \$ _____/ton</p>	<p>\$ <u>2,056,000.00</u></p>

	TELEPHONE NO: <u>972-226-4074</u> HOURS OF OPERATION: <u>8am - 5pm</u> <u>PLANT LOCATION #3</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____			
17	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D DELIVERED TO PROJECT JOB SITES WITHIN DALLAS COUNTY <u>SPECIFY:</u> <u>PLANT LOCATION #1</u> STREET ADDRESS: <u>4625 Leston Ave.</u> CITY/STATE/ZIPCODE: <u>Dallas, Tx. 75247</u> TELEPHONE NO: <u>214-631-7482</u> HOURS OF OPERATION: <u>8am - 5pm</u> <u>PLANT LOCATION #2</u> STREET ADDRESS: <u>4601 Scyene Rd.</u> CITY/STATE/ZIPCODE: <u>Sunnyvale, Tx. 75182</u> TELEPHONE NO: <u>972-226-4074</u> HOURS OF OPERATION: <u>8am - 5pm</u>	40,000 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ <u>57.40</u> /ton Plant #2 \$ <u>60.60</u> /ton Plant #3 \$ _____/ton	\$ <u>2,296,000.00</u>

	<p><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/> <p>TELEPHONE NO:</p> <hr/> <p>HOURS OF OPERATION:</p> <hr/>			
18	<p>ASPHALT EMULSION PRIME, AS PER BID SPECIFICATIONS, MARTIN ASPHALT COMPANY AE-P OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p> <p>MINIMUM TRUCKLOAD: _____</p> <p><u>PLANT LOCATION</u></p> <p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/>	18,000 GALLONS	\$ _____	\$ _____

	TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
19	ASPHALT EMULSION, RAPID SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2 OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	6,000 GALLONS	\$ _____	\$ _____
20	ASPHALT EMULSION, RAPID SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2 OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: <hr/>	80,000 GALLONS	\$ _____	\$ _____

	CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
21	ASPHALT EMULSION, MEDIUM SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES MCS-600C OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: _____ <hr/> CITY/STATE/ZIPCODE: _____ <hr/> TELEPHONE NO: _____ <hr/> HOURS OF OPERATION: _____ <hr/>	6,000 GALLONS	\$ _____	\$ _____
22	ASPHALT EMULSION, MEDIUM SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES MCS-600C OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u>	6,000 GALLONS	\$ _____	\$ _____

	<p>STREET ADDRESS:</p> <p>CITY/STATE/ZIPCODE:</p> <p>TELEPHONE NO:</p> <p>HOURS OF OPERATION:</p>			
23	<p>ASPHALT EMULSION POLYMER MODIFIED, RAPID SETTING (TABLE 9), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2P OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p> <p>MINIMUM TRUCKLOAD: _____</p> <p><u>PLANT LOCATION</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>	2,000 GALLONS	\$ _____	\$ _____
24	<p>ASPHALT EMULSION POLYMER MODIFIED, RAPID SETTING (TABLE 9), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2P OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p> <p>MINIMUM TRUCKLOAD: _____</p> <p><u>PLANT LOCATION</u></p>	6000 GALLONS	\$ _____	\$ _____

	<p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/> <p>TELEPHONE NO:</p> <hr/> <p>HOURS OF OPERATION:</p> <hr/>			
25	<p>ASPHALT ROADER SEALER, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES COS-50 OR EQUAL LOADED ON COUNTY TRUCKS</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p> <p>MINIMUM TRUCKLOAD: _____</p> <p><u>PLANT LOCATION</u></p> <p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/> <p>TELEPHONE NO:</p> <hr/> <p>HOURS OF OPERATION:</p> <hr/>	1,000 GALLONS	\$ _____	\$ _____
26	<p>REJUVENATING AGENT, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES ARE-68 OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p> <p>MINIMUM TRUCKLOAD: _____</p>	6,000 GALLONS	\$ _____	\$ _____

	<u>PLANT LOCATION</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____			
27	REJUVENATING AGENT, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES ARE-68 OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____	12,000 GALLONS	\$ _____	\$ _____
28	JOINT SEALANT, HOT POURED RUBBER, AS PER BID SPECIFICATIONS, CRAFCO POLYFLEX TYPE 3 OR EQUAL DELIVERED TO ROAD & BRIDGE DISTRICT OFFICE <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____	95,000 POUNDS	\$ _____	\$ _____

	MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____			
29	LIQUID GEO-TECH MEMBRANE FOR POTHOLE REPAIR, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES PHPM-50 OR EQUAL LOADED ON COUNTY TRUCK AT VENDOR	10,000 GALS		
	PLANT LOCATION STREET ADDRESS: CITY/STATE/ZIPCODE: TELEPHONE NO: HOURS OF OPERATION:			
30	LIQUEFIED CEMENT SLURRY, TEXAS INDUSTRIES SUPERSLURRY™ OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>PLANT LOCATION</u> STREET ADDRESS:	900 TONS	\$ _____	\$ _____

	<p>CITY/STATE/ZIPCODE:</p> <p>TELEPHONE NO:</p> <p>HOURS OF OPERATION:</p>			
31	<p>LIQUEFIED CEMENT SLURRY, TEXAS INDUSTRIES SUPERSLURRY™ OR EQUAL DELIVERED AND SPREAD BY SUPPLIER AT PROJECT SITE(S) WITHIN DALLAS COUNTY</p> <p><u>PLANT LOCATION</u></p> <p>STREET ADDRESS:</p> <p>CITY/STATE/ZIPCODE:</p> <p>TELEPHONE NO:</p> <p>HOURS OF OPERATION:</p>	5,000 TONS	\$ _____	\$ _____
32	<p>CSS-1H, CATIONIC, WATER-BASED ASPHALT EMULSION PRODUCT USED PRIMARILY FOR TACK COAT AND FOG SEAL-AASHTO MW08, TXDOT STD SPECIFICATION -ITEM 300</p> <p><u>PLANT LOCATION</u></p> <p>STREET ADDRESS:</p> <p>CITY/STATE/ZIPCODE:</p> <p>TELEPHONE NO:</p> <p>HOURS OF OPERATION:</p>	20,000 TONS	\$ _____	\$ _____

PROPOSAL IFB No. 2018-057-6750

Please specify below any other charges/fees for the requested services listed herein. The charges/fees shall be listed on the invoice as a separate line item cost.

1. Demurrage Charge (use of common carrier)

after \$_____/hr.
hour(s)

2. Demurrage Charge (use of own equipment)

after \$_____/hr.
hour(s)

3. Pump and Hose Charge

charge \$_____/flat

4. Hauling Cost in excess of four (4) miles from nearest plant to job site

\$0.90 /ton
mile

5. Move In Charge

charge \$2,000.00 /flat

6. Other charges/fees (if any) not listed but required in the performance of this contract

Name of Charge/Fee: For delivery to County forces, add \$2.00/Ton
for tandems

Ton Rate/Price \$ 2.00

Name of Charge/Fee: _____

Rate/Price \$ _____

Name of Charge/Fee: _____

Rate/Price \$ _____

Name of Charge/Fee: _____

Rate/Price \$ _____

Name of Charge/Fee: _____

Rate/Price \$ _____

7. Other charges/fees (if any) not listed but required in the performance of this contract:



INVITATION FOR BID FOR		TERM CONTRACT FOR ROAD AND HIGHWAY MATERIALS, ASPHALTIC AND NON-ASPHALTIC	
SOLICITATION NO.: 2018-057-6750		DUE DATE: & TIME:	October 4, 2018 @ 2:00 p.m.
FOR FURTHER INFORMATION CALL:		PURCHASING CONTACT: James R. Gay	AT: 214-653-7434 James.gay@dallascounty.org
PRE-BID CONFERENCE DATE, TIME & LOCATION:		N/A	

INSTRUCTIONS TO BIDDERS

PLEASE READ THE ENTIRE PACKAGE CAREFULLY

This page will need to be signed and returned with bid submission

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Bid Proposal. Completed **SEALED Bid Proposals, ORIGINAL AND ONE (1) COPY**, must be received in the Purchasing Department, 900 Jackson St, 6th Floor, Suite 680, Dallas, Texas 75202, **BY 2:00 P.M. ON THE ABOVE "OPENING/DUE DATE"**. The official time clock will be located in the Purchasing Department. Bids received at 2:01 p.m. and thereafter are Late Bids and will not be accepted, opened nor considered.

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

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

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be 90 calendar days unless a different period is noted by bidder.

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

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

**NAME AND ADDRESS OF COMPANY/BIDDER:		ALL BIDS MUST BE SIGNED PRIOR TO AWARD	
Company/Firm Name (PRINTED):		Name (PRINTED):	
Mailing Address:		Title:	
		Signature:	
City/ State:	ZIP:	E-Mail Address:	
Telephone Number:		Fax Number:	

HELP US KEEP OUR VENDOR'S LIST CURRENT

FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if removed you will be reinstated upon request. If not submitting a bid, please complete the questionnaire on the next page.

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

Please duplicate the enclosed label and affix to the outside of your sealed submittal envelope/package or cut along the outer border and affix this label to the outside of the submittal envelope / package to identify it as a "Sealed Bid/Proposal". Be sure to include the name of the company submitting the response where requested.

SEALED BID/PROPOSAL • DO NOT OPEN

Title: TERM CONTRACT FOR ROAD AND HIGHWAY MATERIALS, ASPHALTIC AND NONASPHALTIC MATERIALS

Solicitation Number: 2018-057-6750

Due Date and Time: October 4, 2018

Submitted By

Company Name: _____

Contact Name: _____

Telephone Number: _____

Contact and Delivery Information Contact

James.gay@[dallascounty.org](mailto:james.gay@dallascounty.org)
214.653.7434

**Dallas County Purchasing Department
Founders Square
900 Jackson Street, 6th Floor, Suite 680
Dallas, Texas 75202**

NOTICE TO BIDDERS/VENDORS

In order to help us improve the quality of County solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this County Solicitation, please email this completed form to the attention of Purchasing/Procurement Contact Person indicated below or fax to 214.653.7449.

Title:

Solicitation No: 2018-057-6750

Purchasing/Procurement Contact Person: James R. Gay
James.gay@dallascounty.org
214.653.7434

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Dallas County is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the Bid/Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ Prior Dallas County contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS:

Bidder/Vendor Name: _____ **Date:** _____

Contact Person: _____ **Phone (_____)** _____

Address: _____

E-mail Address: _____

SPECIFICATIONS IFB No. 2018-057-6750

Dallas County is requesting bids for a non-exclusive Term Contract for Road And Highway Materials Asphaltic And Non-Asphaltic Materials.

Bids must be submitted on the attached Bid Proposal. By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – wages, salaries, taxes including payroll taxes, benefits, insurance, overhead, fees, permits, licenses, fees, labor, personnel, service, supervision, documentation, administration, training, implementation, materials, supplies, delivery, transportation, shipping , freight, fuel surcharges, mileages, parking, tolls, travel time, and all other associated cost direct and indirect including incidentals necessary to provide the goods and services outlined in this solicitation specified or implied are to be included in bid proposal cost. Services and Inside Delivery will be F.O.B.: Dallas County as indicated on each individual 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 AND BONDING REQUIREMENTS

Liability and Other Insurance Coverage

Any Contractor or 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

Within ten (10) days after contract award or prior to the commencement of any work or delivery, the Purchasing Agent requires the successful Contractor(s)/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 elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers, as additional insured(s) (as the interest of each insured may appear).

Contractor at its own expense, consistent with its status as an independent contractor will carry, purchase and maintain and will cause each subcontractor employed by the Contractor at their own expense to carry, purchase, and maintain or cover such subcontractors under its insurance coverage, the minimum insurance coverage set forth immediately below, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of "A" or better, and in amounts not less than the following minimum limits of coverage:

The policies may provide coverage, which contains 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 and its subcontractors shall be solely responsible for all deductibles and/or self-insured retention.

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

- 3.1 Workers Compensation and Employer's Liability Insurance or self-insured employee in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection.

Contractors shall be responsible for workers' compensation insurance for subcontractors or sub-lessees who directly or indirectly provide service under Dallas County contract.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$500,000:

Employers Liability - Each Accident	\$500,000
Employers Liability - Each Employee	\$500,000
Employers Liability - Policy Limit	\$500,000

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation

- 3.2 Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance coverage must include the following: (a) Premises; (b) Operations; (c) Independent Contractor's Protective Liability; (d) Products and Completed Operations; (e) Medical Expense; (f) Personal and Advertising Injury; (g) Contractual Liability; (h) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

- 3.3 Automobile Liability Insurance: Contractor shall maintain Automobile Liability Insurance covering all owned, hired and non-owned automobiles used in connection with work with limits not less than Five Hundred Thousands 00/100 (\$500,000.00) Combined Single Limit of Liability for Bodily Injury and Property Damage. Such insurance is to include coverage for loading and unloading hazards.

Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Dallas County:

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Additional Insureds: Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers.

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

- a. Endorsement: Except Workers Compensation and Professional Liability, name Dallas County and its elected and appointed boards, officers, officials, agents, representatives, directors, employees and volunteers as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage;

- b. Endorsement: Provide for thirty (30) days prior written notice will be given to the County for cancellation, non-renewal or material reduction/change in coverage provided under all policies, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by state law to Dallas County;
- c. Endorsement: Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss;
- d. Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy;
- e. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of the contract is satisfactorily completed and formally accepted;
- f. All insurance coverage shall be on a per occurrence basis, if coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. The coverage shall be continuous for the duration of the contract agreement and for not less than two (2) years following the end of the contract agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the contract agreement;
- g. Contractor shall be solely responsible for the deductible and/or self-insured retention for any loss;
- h. Contractor insurance policies coverage shall be written on a primary basis and non-contributory with any other insurance coverages and/or self-insurance carried by Dallas County;
- i. 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 agreement 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.
- j. Approval and acceptance of Contractor's services and work 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 or work; 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;
- k. Contractor shall provide that all provisions of this contract agreement concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies;
- l. Contractor and their freight contractors must be prepared to show coverage verification prior to entering upon County premises;
- m. 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 this contract agreement, or cancellation of this contract agreement or both (Dallas County Commissioners Court Order 2003-1792, September 30, 2003);
- n. Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable (Bid Number, Commissioners Court Order Number, or contract number for which the insurance is being supplied). All insurance policies or duly executed certificates for the same required to be carried by Contractor under this contract agreement, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the: Dallas County Purchasing Agent located at 900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202; and
- o. All insurance required to be carried by Contractor or subcontractors under this contract agreement shall be acceptable to the County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of Contractor.

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 five percent (5%) retainage shall be held by County until six (6) months after the date lapse in coverage is cured or Term of the Contract has ended or has otherwise been terminated, canceled 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. The County shall retain the funds if a claim is received or lawsuit and use the funds to defend, pay costs of defense or settle the claim.

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 FIRM(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 FIRM(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. (Dallas County Commissioners Court Order 2006-1058, June 13, 2006).

4. **TEXAS GOVERNMENT CODE CHAPTER 2270 VERIFICATION – BOYCOTT ISRAEL**

Effective September 1, 2017, the State of Texas requires all governmental entity, state agency or political subdivision (which includes counties) to obtain written verification from the Company that their Company does NOT boycott Israel and will not boycott Israel during the life of this contract, agreement or purchase order (hereafter referred to as "Contract"). By accepting this Contract, the Company (Professional or other applicable term defining the contracting party) verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended."

The County cannot execute a contract for goods and services without this declaration. Please refer to Texas Government Code, Subtitle F, Title 10, Government Code Chapter 2270.

5. **CONFLICT OF INTEREST QUESTIONNAIRE (CIQ) FORM**

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. Contractor shall complete and file the Conflict of Interest Questionnaire with the Dallas County Clerk at 1201 Elm Street, 21st Floor, Dallas, Texas 75270.

6. **CERTIFICATE OF INTERESTED PARTIES FORM 1295**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, notarized and submitted to the County by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

To obtain additional information on HB 1295, to learn more about Texas Ethics Commission process to create a new account or to complete an electronic version of Form 1295 for submission with a signed contract, please go to the following website:
<https://www.ethics.state.tx.us/tec/1295-Info.htm>

Instructional Videos for Business Entities on how to file online can be found at
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample copy (for illustration purpose only) of a completed electronic form is provided with this solicitation and/or extension. The identification number (section 3 of the form) to be used on the 1295 for this procurement is the IFB solicitation number.

7. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

7.1 Definitions.

- 7.1.1 The term “**Commercially Useful Function**” is defined as a business that is directly responsible for providing the supplies or services to Dallas County as required by the solicitation or request quotes, bids or proposals. A firm is considered to perform a commercially useful function, when it is responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. A business that stocks sufficient quantities of supplies in direct inventory, held for sale or resale, to cover anticipated future demands for the suppliers is performing a commercially useful function.
- 7.1.2 A “**Contractor**” is defined as one who participates, through a contract or any other contractual agreement in a County funded contract opportunity for work, labor, services, supplies, equipment, materials, goods or any combination of the foregoing. For purposes of this Section, a Contractor is any individual, company, or other entity seeking to do work for Dallas County regardless of the method used to procure the services or products, including by bid or solicitation. A Contractor includes but is not limited to a contractor, consultant, or vendor.
- 7.1.3 The term, “**Director of Small Business Enterprises**” shall mean the Director of the County’s Office of Small Business Enterprise and include his or her designee.
- 7.1.4 The term “**Contract Administration**” shall mean the County Purchasing Department and/or his or her designee.
- 7.1.5 The “**Contract Administration Supervisor**” shall mean the Purchasing Director and/or his or her designee.
- 7.1.6 **Equal Employment Opportunity Requirements.** It is the policy of Dallas County to ensure non-discrimination in the award and administration of contracts. The Contractor or Subcontractor shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or genetic information in the performance of this contract.
- 7.1.7 **Good Faith Effort Plan.** A subcontracting plan submitted in response to a Request for Proposals (RFP) or bid/proposal which details the Respondent’s pursuit to achieve the set aspirational goal or documenting it Good Faith Efforts to meet the goals for all elements the Solicitation. A Good Faith Effort Plan must be submitted with a bid/proposal for any Dallas County project for which goals have been established.
- 7.1.8 **Metropolitan Statistical Area (MSA).** The Dallas County MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- 7.1.9 **Small Business Enterprises.** It is the policy of the County to support the growth and development of Small Business Enterprises (“SBEs”) and ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. Thus, Dallas County Commissioners Court has created the Office of Small Business Enterprise to establish and oversee a Diversity Program to ensure that SBEs have an equal opportunity to compete for and participate in Dallas County contracts. It is Dallas County’s intent to:
- Ensure nondiscrimination in the award and administration of Dallas County contracts;
 - Create a level playing field on which small businesses can compete fairly for Dallas County contracts; and
 - Ensure that only firms that attempt to meet the SBE good faith efforts are considered for applicable contract awards.

7.2 Consequently, the contractor shall carry out applicable requirements of the good faith effort in its proposal/bid hereunder and, if awarded the contract, the award and administration of the Contract. **SBE Goals, Good Faith Efforts and Eligibility**

The Director of Small Business Enterprises (“Director”) along with input from the Contract Administration Supervisor sets the annual SBE participation contracting/subcontracting aspirational SBE goals for each contract. The contracting/subcontracting goals for this contract will be based on meeting or exceeding the **minimum aspirational SBE goal of 40%**, unless good cause exists for failing to meet the goal. The SBE aspirational goal is based on the total contract value.

NOTE: On January 1, 2018, Dallas County move from an M/WBE Program to a SBE Program. The County will accept Minority Women Owned Business (M/WBE) and Disadvantage Business Enterprise (DBE) certifications for a one (1) year period ending December 31, 2018.. *For M/WBE/DBE certification to qualify for SBE recognition, between January 1, 2018 and December 31, 2018, the firm must be certified by one of the entities listed in subsection (a) and satisfy the requirements in subsection (b)-(c), and (f) below.* The firm must also compete and sign an SBA Threshold Affidavit affirming the firm meets all of the afore-mentioned requirements to qualify and be recognized as a SBE by Dallas County.

To be recognized as an SBE, firms (contractors and/or subcontractors):

- a) **MUST** be certified as an SBE by one of the following County approved entities: North Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council and/or the Women’s Business Council of Southwest, at the time of the proposal/bid submission. *For M/WBE and DBE certification to qualify for SBE recognition, between January 1, 2018 and December 31, 2018, the firm must be certified by one of the entities listed above in subsection (a) and satisfy the requirements in subsection (b)-(c), and (f) below. All other certifications will not be accepted.*
- b) The firm’s gross revenues or number of employees over the past three years **MUST** be equal to or below 20% of the Small Business Administrations (SBA) standards;
- c) The SBE firm owner’s personal net worth (PNW) **MUST** not exceed \$3.2 million;
- d) All SBE eligible firms **MUST** also perform a commercially-useful function on the project and have a local presence in Dallas County Metropolitan Statistical Area (MSA) in order to be counted for SBE points. The MSA includes the following counties: Dallas, Tarrant, Denton and Collin.
- e) The firm **MUST** submit proof of a current and valid certification (i.e. copy of certification certificate);
- f) All SBE firms (contractors and/or sub-contractors) **MUST** compete, sign and notarize the Small Business Threshold Affidavit affirming the firm meets all of the above mentioned requirements to qualify and be recognized as a SBE by Dallas County; and

7.3 **Utilization**

The aspirational SBE or certified sub-contractor goal is expressed as a percentage of the total dollar amount of the contract going to SBE or certified Sub-Contractor for those areas which the Contractor has sub-contracted or anticipates sub-contracting. The aspirational goal shall also apply to contract amendments that require work beyond the scope of services originally required to accomplish the project.

The Respondent agrees to employ good faith efforts through the award of subcontractors to eligible SBEs and certified firms to the fullest extent possible.

Dallas County's Good Faith Effort Plan (GFEP) will be used to document SBE participation. However, all subcontractors and/or supplier, whether certified or not, must be listed in the GFEP. The information provided in the GFEP Form will be utilized in the development of the final contract/agreement. The GFEP Form can be found in the attachments. This form is required and considered part of the response to the IFB.

Should the Good Faith Effort Plan or any of the specified documents listed below be incomplete, not signed, and/or not submitted, the bid can be deemed non-responsive.

7.4 Each Contractor must include with its proposal/bid, the following documents

1. Completed and signed **Good Faith Effort Plan Form**, executed by an authorized representative of the Prime;
2. Completed and signed **Good Faith Effort Affirmation**, executed by an authorized representative of the Prime;
3. Provide **copy of certification** from one of the three certifying agencies referenced in Section 7.2(a).
4. If the Prime and/or Subcontractor is submitting as an SBE, a completed, signed and notarized **SBE Threshold Affidavit**, executed by an authorized representative of the Prime and/or Subcontractor; and
5. A signed and executed form or **letter from each SBE subcontractor** identified in the Contractor's Good Faith Effort Plan **of their intent to perform as a subcontractor**.

NOTE: All forms MUST be complete in their entirety and submitted as part of a Respondent's submittal.

The County reserves the right to accept or reject any certified firm and in its sole discretion is not bound by the certifying bodies' determination if the County has a concern regarding the eligibility of the firm to meet SBE guidelines or standards. A Contractor whose proposed certified firm is rejected may contest in writing to the Office of Small Business Enterprise, in accordance with the SBE Policy. The denial of SBE certification by Business Enterprise is excluded from the Dallas County Purchasing Code of Ethics Protests Procedure and is exclusively governed by the appeal process set forth in the SBE Policy.

7.5 SBE Reporting

The Contractor and its subcontractors are required to electronically submit subcontractor payment information using the County's Subcontractor Payment Compliance System (SPCS), accessed through a link on the Dallas County SBE webpage. The Contractor and all subcontractors will be provided a unique log-in credential and password to access Subcontractor Payment Compliance System.

Training on the use of the system will be provided by Dallas County's Office for Small Business Enterprises.

8. TEXAS GOVERNMENT CODE CHAPTER 2252 ATTESTATION

9. By entering into this Contract, Contractor attests that Contractor is not a company that is identified on a list prepared and maintained by the Texas State Comptroller under Section 2252.153, Tex. Gov't Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. **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.

10. Contract Agreement Period: This will be a firm fixed price agreement for a three year period beginning October 1, 2018 or the date of award, if thereafter This contract may be renewed or extended for three additional one (1) year periods subject to the availability of departmental funding, vendor performance, mutual agreement by all parties. All renewals or extensions shall be based on existing terms, conditions, and price structures set forth in original award or as amended in writing and approved by Dallas County Commissioners Court. Upon expiration of the Contract, the Contractor agrees to hold over under the terms and conditions of this contract for such a period of time as is reasonably necessary to re-solicit (not to exceed 90 calendar days unless mutually agreed on in writing).
11. Quantities indicated in the Bid Proposal are only estimates based upon the best available information and/or previous usage history and do not indicate intent to purchase or a guarantee of future business. 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 and then received as required and accepted by the County within industry tolerance standards.
12. In the event or case that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern and prevail. In the event there is an error of the summation of the extended totals, the computation by Dallas County of the extended totals shall govern and prevail.

13. PRE-AWARD SURVEY

After bid opening and before award, County may perform a pre-award survey of the bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of his or her facilities.

14. 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(s).

Dallas County shall award this contract to the responsive and responsible bidder(s) offering the lowest cost who comply with all of the requirements, terms and conditions prescribed herein. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by item by item basis, award by types, award by sections, or lump sum total, and waive any immaterial deviations in the bid as may be considered in the best interest of the County.

15. INVOICING/BILLING

SPECIFICATIONS IFB No. 2018-057-6750

Invoices will be submitted to the Dallas County Auditor's Office. All billings must have appropriate supporting documentation before such billings will be approved. Billing shall cover goods and services not previously invoiced. Vendor shall reimburse the Dallas County for any monies paid to Contractor for goods or services not provided or when goods/services provided do not meet the contract agreement or solicitation requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any items involved or billed under the contract agreement or solicitation and shall not be construed as acceptance of any part of the goods or services. Contractor understands and agrees that any funds paid under this contract are contingent upon satisfactory delivery of the Services as described in this contract and subject to routine processing. No payment, on any basis, will be made for unsatisfactory work.

Contractor agrees to submit complete, fully documented and accurate itemized statement of invoices with appropriate/applicable attachments and documentation, as required by the County for all goods, services, and work performed **following acceptance of goods, services or work by the County.**

At minimum, the original invoices submitted against the IFB, must reference all of the following information:

- a. Contractor/Vendor Name
- b. Contractor/Vendor Address
- c. Contractor/Vendor Contact Information
- d. Contractor/Vendor Telephone Number and Fax Number
- e. Contractor/Vendor Remittance to Address
- f. Invoice Date
- g. Invoice Number (uniquely numbered, no duplicates)
- h. Valid Dallas County Purchase Order Number must appear on all itemized invoices and packing slips
- i. Solicitation Number
- j. Date of Services or Date Purchase
- k. Description of Services and Goods
- l. Cost of Services and Goods

Invoices and support documentation are to be sent to:

Original Invoice: Dallas County Auditor's Office
Attn: Accounts Payable
1201 Elm Street, 23rd Floor, Ste. 2300
Dallas, Texas 75270
214.653.6478
Accounts.Payable@dallascounty.org

Copy of invoice(s) shall be sent to: Requesting Department as Listed on Purchase Order

All invoices must reference a Dallas County Purchase Order Number

Payment will be made upon receipt and acceptance by the County of completed services, goods and/or products ordered and receipt of a valid invoice, in accordance with the Texas Government Code, Chapter 2251. The County will incur no penalty for late payment if payment is made within thirty (30) or fewer days from the statement if there is an uncontested billing. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code. Invoices received without all the required supporting documentation and information will not be processed and will be returned to the Contractor unpaid for correction.

16. ACH ELECTRONIC PAYMENTS

ACH Electronic Payments

Dallas County offers ACH vendor and supplier payment services for all vendors and suppliers providing goods, services or products to Dallas County.

Dallas County is moving away from making payments by paper checks and we are strongly encouraging vendors and suppliers to `accept electronic payments. Below is the option that is currently available in lieu of a paper check. Dallas County has chosen the Paymode-X ACH payment service through Bank of America for this efficient form of payment.

There is no cost or fee to the vendor or supplier of any kind resulting from the acceptance of an ACH payment from Dallas County via PaymodeX. This allows Dallas County to directly deposit invoice payments into the vendor's bank account along with complete remittance information that can be accessed at any time.

For more information regarding Paymode-X, please visit our website at: <http://portal.paymode.com/dallascounty/> or call customer service @ 877.443.6944 or contact the Dallas County Auditor's Office – Account Payable Division at 214.653.6473.

17. 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.
 18. 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.
- If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. .
19. 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.
 20. 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.
 21. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or the State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
 22. The Contractor shall obtain from the appropriate City, Dallas County or the 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.
 23. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County.
 24. 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.

25. 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.

26. 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.
27. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.
28. Scanned or Re-typed Response

If in its response, bidder/offeror either electronically scans, re-types, or in some way reproduces the County's published bid or proposal specifications, then in the event of any conflict between the terms and provisions of the County's published bid or proposal specifications, or any portion thereof, and the terms and provisions of the response made by bidder/offeror, the County's bid or proposal specifications as published shall control.

Furthermore, if an alteration of any kind to the County's published bid or proposal specifications is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

29. 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.
30. 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.
31. 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.
32. 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.

33. **OPEN RECORDS**

All responses submitted to Dallas County become the property of Dallas County and are subject to the Public Information Act (Texas Government Code Chapter 552). The interested firms/individuals should familiarize themselves with the provisions of that Act. In no event shall Dallas County, or any of its agents, representatives, consultants, directors, officers, or employees, be liable to a firm/individual for the disclosure of all or any portion of a response submitted pursuant to the IFB.

If a firm/individual has special concerns about information that it desires to make available to Dallas County, but which it believes constitutes a trade secret, proprietary information or other information excepted from disclosure, such firm/individual should specifically and conspicuously designate ((i.e. mark confidential) each page of that information, which the Bidder believes, should not be disclosed outside Dallas County. Disclosure of requested information will be subject to the Texas Public Information Act.

34. **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 advance written notice thereof to the Contractor 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.

35. **TERMINATION FOR DEFAULT OR NON-PERFORMANCE**

Default, material breach, or non-performance of the bidder in terms of specifications or non-compliance with the terms of this contract shall be a basis for termination of the contract by the County. Termination in whole or in 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' advance written notice setting forth the nature of the material failure or non-performance to the Contractor and/or bidder with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The termination will not be effective if the material failure is fully cured prior to the end of the stated in written notice NOT LESS THAN TEN (10) day period.

Termination under this will not relieve Contractor from liability for any default or breach under this contract agreement or any other act or omission of Contractor.

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 not less than thirteen (13) months.

36. MONETARY RESTITUTION

In the event the contract is prematurely terminated due to default, 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 a civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

37. NON-EXCLUSIVITY

This contract and/or agreement is non-exclusive and shall not in any way preclude Dallas County from entering into similar agreements and/or arrangements with other Vendors, Contractors, or from acquiring similar, equal or like goods and/or services from other entities or sources including state contracts.

38. 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.

39. RIGHT TO PROTEST

Vendors aggrieved in connection with a specific solicitation, evaluation, or the award of any bid, purchase order, or contract, may formally protest to the Purchasing Director only if the Vendor has reason to believe that, with respect to a specific solicitation, (a) there was a material violation of state or federal statutory requirements, County Purchasing Department rules and regulations, or this Code of Ethics (including the Restricted Contact Period), or (b) the procurement process gave an unfair advantage or unfair disadvantage to one or more Vendors.

Procurement processes that may give an unfair advantage or disadvantage to one or more Vendors include, but are not limited to, the following:

- i. The specification unfairly limits competition for no legitimate purpose;
- ii. The contract award is compromised by improprieties in post-award negotiations;
- iii. The evaluation factors or criteria are applied in a manner that is different than disclosed in the solicitation; and
- iv. There are irregularities in the receipt or opening of solicitation responses.

Protests must be in written form and must contain the following information (if applicable):

- i. The protesting Vendor's name, address, telephone number, fax number, and email address;

- ii. The identifying number of the solicitation and/or contract;
- iii. The date the Vendor become aware of the facts forming the basis of the protest;
- iv. A detailed statement of the factual grounds for the protest, including copies of any relevant documents or evidence and the statute, rule, or regulation that was violated, if applicable; and
- v. A sworn certification that the protest is brought in good faith and for good cause. If a protest is based on an ambiguity or a problem in a solicitation, and is made after the solicitation response deadline, it must also include a certification that the protesting Vendor was not aware of the ambiguity or problem (and did not have an opportunity to ask for clarification or a correction) before the solicitation response deadline.

Protests must timely raise all claims and describe the evidence supporting those claims with specificity. Any claims that are not timely raised may be deemed waived. In the event of a protest during a solicitation response period, a protesting Vendor who wishes to continue in the solicitation process during such protest must still submit a bid or proposal according to the rules set forth in the solicitation.

Protests, including any protest appeals requests, must be sent by mail or email to the Dallas County Purchasing Director at Founders Square, 900 Jackson St., 6th Floor, Suite 680 Dallas, Texas 75202 or Charles.Price@dallascounty.org. Mail-in requests must be postmarked and email requests must be received by the Purchasing Director no later than (a) five (5) business days after the date that the protesting Vendor knew or should have known of the facts giving rise to the protest, or (b) before the contract is awarded, if the Vendor is aware of the facts giving rise to the protest prior to the contract award, whichever is earlier.

It is the responsibility of the Vendor to ensure that solicitation protests are delivered to the Purchasing Director within the time period stated herein. Protests that are late or delivered to an incorrect address or individual, or that otherwise do not comply with these rules (including providing the sworn certification as described above), will be declared invalid.

Written Decision. All protests will be initially reviewed by the Purchasing Director, who must rule on the protest and provide a written decision, including the reasons for the decision and the decision date, to the protesting Vendor within ten (10) business days (the "Written Decision"). Any appeal of the Written Decision must be made within five (5) business days of the receipt thereof.

Appeals Process. Appeals of the Written Decision should be sent to the Purchasing Director at the address above, who shall notify the Appeals Committee, consisting of the County Administrator, the County Auditor, and the County Budget Director. The Purchasing Director shall serve as staff to the Appeals Committee and will be present at the Appeals Hearing. The protesting Vendor shall be notified of the time and place of the Appeals Hearing and will be provided an opportunity to present arguments. The documentary evidence at the Appeals Hearing is limited to the documentary evidence submitted for the original protest unless, for good cause shown, the Appeals Committee grants authority for the protesting Vendor to provide additional documentary evidence. The protesting Vendor shall seek approval to submit additional documentary evidence for good cause as soon as possible, but no later than (a) five (5) days before the hearing, or (b) within seventy-two (72) hours from when the protesting Vendor knew or should have known about the additional evidence, whichever period is shorter. The request should include copies of the additional documents that the protesting Vendor seeks authority to use at the hearing. The Appeals Committee may appoint an independent hearing examiner to conduct the hearing and provide a written recommendation, if needed. A written final decision, including the reasons for the final decision and the decision date, will be provided to the protesting Vendor within ten (10) business days of the Appeals Hearing (the "Final Decision"). Requests for an appeal of the Final Decision must be mailed or emailed to the Purchasing Director within five (5) business days of the Final Decision, who will notify the Commissioners Court of the request.

A Commissioners' Hearing may take place at the discretion of the Commissioners Court. A single vote of a Commissioner on the Commissioners Court is required for a Hearing to be granted. The Commissioners may, at any time during the process, review the written record of the previous decisions on the matter. All decisions of the Commissioners Court, including whether to allow a Commissioners' Hearing, are final.

Right to Appear before the Commissioners Court. All individuals and entities have the right to an appearance before the Commissioners Court subject to the rules of the Court, this Code of Ethics, and, during an Active Solicitation, the Restricted Contact Period provisions in Section 6 herein. However, a protesting Vendor does not have an automatic right to a Commissioners' Hearing on any protest appeal under this Code of Ethics, which will be granted only at the discretion of the Commissioners Court.

Notification. Protest hearings are open to the public. Public notification of any hearings, including Appeals Hearings and Commissioners' Hearings, shall be posted on the Dallas County Purchasing website at www.dallascounty.org/department/purchasing

Solicitations and Contracts Pending. Filing a protest under this Section will not trigger an automatic stay of any procurement process or contract award. It is in the discretion of the Purchasing Director and the Commissioners Court whether to stay any procurement process or contract award with respect to any Vendor protest. Whether a stay is granted shall not compromise any protesting Vendor's right to the protest procedures outlined herein.

Records. Records of all protests, including the protest filed, related evidence, and any Written and Final Decisions (including the outcome of any Commissioners' Hearing, if applicable) will be maintained by the Purchasing Department for a period of no less than four (4) years.

40. **TITLE VI ASSURANCES/COMPLIANCE POLICY**

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This solicitation packet contains information concerning Dallas County's Title VI Assurances/Compliance Policy - Appendix A and Bidders/Contractor responsibilities.

41. Contractors are required to comply with the Equal Employment Opportunity Act requiring that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of this Contract. The successful bidder shall take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, age, color, religion, sex or national origin. This action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, compensation and selection for training. The successful bidder shall state to all employees and advertisements that all employees and qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or natural origin.
42. 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.
43. 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.
44. 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.

45. 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.

46. 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: 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.

47. **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.

48. **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 aka System for Award Management (SAM). 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.

49. **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.

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

Dallas County Purchasing Department
James R. Gay
(214) 653- (7434)
(214) 653-7449 (fax)
James.gay@dallascounty.org

NOTE: All addendums and any other correspondence (general information, questions and responses) to this invitation for bid solicitation will be made available exclusively through the County's website for retrieval. It is the Bidder's/Vendor's sole responsibility to review and monitor the Dallas County Purchasing Department's website: <http://www.dallascounty.org/departments/purchasing/currentbids.php> on a regular (daily) basis during the bid solicitation process up to the closing due date and time for any updates or changes. Dallas County Purchasing Department's website is our primary communication tool for addenda and updated information regarding this bid solicitation.

INTENT AND PURPOSE

The intent of this Invitation for Bid (hereinafter referred to as IFB) is to establish a non-exclusive Contract for Road and Highway Materials Asphaltic And Non-Asphaltic Materials as, in accordance with the requirements described herein. All material will be purchased on an as needed/as requested basis.

1. SUBMISSION OF QUESTIONS

All questions, inquiries and requests for clarification concerning this solicitation must be submitted in writing to James R. Gay, Buyer, by mail, fax or via email. The deadline for all questions, inquiries or requests for clarification is due on or before **September 12, 2018, before 12:00 (Noon) – Central Time Zone.**

Mailing Address: Dallas County Purchasing Department at Founders Square
900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202
Office: 214.653.7434
Fax: 214.653.7449
Email: james.gay@dallascounty.org

Questions inquiries and requests for clarification received after the submission deadline may not be considered or receive a response. If question or inquiry prompts the need for changes to the specifications, the County will issue a written addendum to the original specification.

Questions from all Bidders, Vendors, and Proposers shall be answered with the responses made available and posted exclusively through the Dallas County Purchasing Department's website:

<http://www.dallascounty.org/departments/purchasing/currentbids.php>

Note: It is the Bidder's/Vendor's sole responsibility to review and monitor the Dallas County Purchasing Department's website on a regular (daily) basis during the bid solicitation process up to the closing due date and time for any updates or changes. Dallas County Purchasing Department's website is our primary communication tool for addenda and updated information regarding this bid solicitation.

Please reference the Solicitation Number, Company Name, Representative Name and e- mail address on all written communication and correspondence to Dallas County.

2 General Requirements

- 2.1 Contractor shall furnish and supply all permits, licenses, insurance, fees, incidentals, personnel, service, supervision, labor, skill, installation, material, product, parts, supplies, pump, hoses, equipment, travel time, mobilization, delivery, shipping, handling, transportation, fuel surcharges, and documentation necessary to provide the required products and perform the requested services. Rail terminal pick-up points are not acceptable to Dallas County.
- 2.2 Minimum Order Requirements: Fifty dollars (\$50.00) per order release.
- 2.3 Dallas County does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are estimates based upon the best available information and may not reflect the actual quantity required during the duration of the contract. 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.
- 2.4 Technical and Descriptive Literature: Contractors 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.
- 2.5 **References: Contractor shall provide with bid proposal a minimum of three (3) customers/clients utilizing similar products. The reference information shall include: firm or agency names, inside contact person name, telephone numbers, type of product and contract duration (time period beginning and end date).**
- 2.6 Warranty: The successful Contractor must warrant all items furnished to be free from defects in material and

SPECIFICATIONS IFB No. 2018-057-6750

workmanship. Upon notice by Dallas County, Contractor will promptly replace without any additional charge to Dallas County any product furnished under this contract that is found not to comply with the product specifications or defective. Should the Contractor not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs associated with open market purchase.

- 2.7 Price Adjustments/Increases: Requests for adjustment in cost of labor and/or materials must be supported by appropriate written documentation by the manufacturer's published price lists or similar documentary evidence. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey. If the Dallas County Commissioners Court agrees and approve to the adjusted price terms, County shall issue written approval of the change and will become effective thirty (30) calendar days after written notification is given to the Dallas County Purchasing Department at 600 Jackson Street, 6th Floor, Dallas, Texas 75202. Price adjustments/increases shall be presented as a percentage of increase/decrease, which will be used to adjust vendor pricing accordingly to the County. The price increase shall not exceed five (5%) percent over a ninety (90) calendar day period and shall be limited to the actual increase incurred by the awarded vendor(s) whichever is the "least amount of increase". Price adjustments/increases are not retroactive; they are effective thirty (30) calendar days after written notification is given to the Dallas County Purchasing Department at 600 Jackson Street, 6th Floor, Dallas, Texas 75202 (only). **Price reductions or decreases are effective immediately or on such date mutually agreed upon by Contractor and County.**
- 2.8 Any verbal communication with any Dallas County employee concerning this solicitation is not binding on Dallas County and shall in no way alter a specification, term or condition of this bid. All changes to the specification requirements or scope of services must be approved in writing by an authorized representative of the Dallas County Purchasing Department and/or Commissioners Court.
- 2.9 Dallas County does not guarantee any quantities to be purchased under this contract. The quantities indicated in the bid are for evaluation purposes only and may not reflect the actual quantity required during the duration of the contract.
- 2.10 Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.
- 2.11 Contractor must be regularly engaged in the road and highway building material industry and be an authorized manufacturer or reseller. The County may require a bidder to provide a proof of reseller authorization. Acceptable proof of authorization may include but not limited to the submission of a letter from the manufacturer/supplier indicating that the Contractor is authorized reseller of the requested products. Contractor must be on operation and available for inspection.
- 2.12 All items requested by Dallas County must be of the highest quality and must conform to appropriate TXDOT standards for Construction of Highways, Street, and Bridges or in accordance with special specifications stated herein.
- 2.13 Contractor must be prepared to **guarantee, as first party**, quality and content of their product specified in the latest TX DOT standard specifications for Construction of Highways, Street, and Bridges or in accordance with special specifications.
- 2.14 Test samples of product offered in bid must be furnished upon request at no additional expenses to the County, during the inspection period and at any time during the contract period.
- 2.15 Product Testing: Any sample which fails testing as set forth shall be grounds for cancellation of this contract. Copies of laboratory test reports and certificates of compliance shall be furnished upon delivery of materials. The County shall provide for field testing desired. The vendor shall be responsible for any confirmation testing in the event field test results do not conform to specification requirements.
- Lab test data will become the property of the Dallas County. Contractor shall provide field supervision during application of the product as requested by Dallas County authorized representative and/or road superintendents. All costs for testing and supervision shall be paid by the Contractor. Contractor shall furnish a lab test data at the time of bidding for the recycling agent as related to sample street.
- 2.16 Dallas County will hold a minimum of ten percentage (10%) retainage for materials which may appear to be unacceptable pending laboratory testing. Retainage will be held until Dallas County is satisfied with replacement of

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inferior materials.

- 2.17 Contractor must be currently registered with the Department of Agriculture, and have an original annual Weights and Measures Device Registration Certificated posted at the site.
- 2.18 Contractor shall provide satisfactory platform scales at the plant site for use in obtaining the net weight of each load of furnished material. All platform scales shall be sufficient size to permit the entire vehicle or combination of vehicles to rest on the scale platform while being weighed.
- 2.19 Contractor must be in compliance with the requirements of the Texas Natural Resource Commission, including permit requirements.
- 2.20 All items offered must meet applicable Federal Specifications (if applicable).
- 2.21 Demurrage / Detention: Except as otherwise provided, one (1) hour will be allowed for unloading. Unloading time shall be deemed to run from the time the tank truck arrives at the unloading site until all connections have been removed, necessary shipping documents have been executed and tank truck is ready to leave premises.
- 2.22 Delivery: Contractor shall be required to maintain or have available for their own use an inventory sufficient to make shipment/delivery within 48 hours, excluding County holidays upon notification by Dallas County after receipt of valid purchase order number via mail, fax or other types of electronic transmission. Contractor guarantees that all deliveries shall be on dates and at the time specified by the County. Contractor will be to confirm shipment/delivery in writing within 24 hours prior to time specified for shipment of material

Contractor must make deliveries at any point specified by the County covered by the awarded contract where material may be needed. Primary delivery locations shall include, but not be limited to the following service centers listed below (Dallas County reserve the right to add/delete centers as it deemed necessary)

2.22.1 Road and Bridge District #3
1506 E. Langdon Road
Dallas, Texas 75216

2.22.2 Road and Bridge District #4
4403 West Illinois Ave
Dallas, Texas 75211

2.22.3 Designated Project and Job-Sites within Dallas County

- 2.23 All tank trucks used in the shipment/delivery shall be clean and in good mechanical condition. Equip tank trucks with all the facilities necessary for unloading a given shipment, including, but not limited to an adequate length of hose, or rejection may occur at the point of destination, at no expense to the Dallas County.

All tank trucks equipped with an operational thermometer to enable the receiver to verify actual temperature of material. Bituminous Material delivered by tank truck within the temperature range specified on the contractor's certification, that accompanies the shipment. Any material that does not meet the minimum application temperature requirements may be rejected at no expense to the Dallas County. In addition, the contractor may be subject to delay charges.

- 2.24 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.
- 2.25 Delivery Hours: All deliveries will be made during normal business hours of 6:00 a.m. – 4:30 p.m. CST, Monday through Thursday, 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.

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- 2.26 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.
- 2.27 Shipping Documents: A packing list or other suitable shipping documents shall accompany each shipment and shall include the following:
- 2.27.1 Name and address of the Contractor;
 - 2.27.2 Name and address of the County Department;
 - 2.27.3 County purchase order number;
 - 2.27.4 A description of material shipped, including item number, quantity, number of containers and package number, if applicable.
- 2.28 Inside Delivery and Labeling Requirements: When full case quantities are ordered, they are to be delivered in factory sealed boxes/cartons. 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 be bear all cost associated with rejection.
- 2.28.1 Dallas County Purchase Order Number
 - 2.28.2 Description of the product
 - 2.28.3 Manufacturer name and part number
- 2.29 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.
- 2.30 Product Discontinuance/Substitution: Written notification is required to the Dallas County Purchasing Department at 900 Jackson Street, 6th Floor, Room 680, 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:
- 2.30.1 No product or brand substitutions shall be made unless the vendor has obtained written approval and authorization from the Dallas County Purchasing Department.
 - 2.30.2 Documentation that provides clear and convincing evidence that the substitution item meet or exceeds the written specifications required by the original Invitation for Bid.
 - 2.30.3 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.
 - 2.30.4 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.
 - 2.30.5 Documentation from the manufacturer that the product of model has been discontinued.
 - 2.30.6 Documentation that names the replacement product or model.
 - 2.30.7 Any unauthorized substitution will be picked up by the Contractor within five (5) business days upon

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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.

- 2.31 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.
- 2.32 The successful Contractor shall assign an account representative to Dallas County. This representative shall be responsible for but not limited to :
 - 2.32.1 Coordinating all orders and shipments
 - 2.32.2 Coordinate with using County Departments
 - 2.32.3 Provide Dallas County with a quarterly usage report if requested delineating the acquisition activity governed by the Contract. One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders. The successful Contractor(s) shall furnish a quarterly report detailing the items purchased under this contract. Reports must be filed within fifteen (15) calendar days after the end of each reporting period. The format of the report shall be approved by the Dallas County Purchasing Department and shall disclose the quantity and dollar value of each contract items by individual unit.
- 2.33 Invoicing Requirements: All invoices shall include, but not be limited to the following information:
 - 2.33.1 Dallas County Purchase Order Number
 - 2.33.2 Quantity shipped
 - 2.33.3 Description of material and/or product number
 - 2.33.4 Pricing per unit
 - 2.33.5 Two (2) invoices are required. Invoices shall be sent to the requesting department address stated on Purchase Order and Dallas County Auditor's Office, Attn: Accounts Payable, 1201 Elm Street, 23rd Floor, Suite 2300, Dallas, Texas 75270.
- 2.34 Failure to comply with requirements stated in theses specifications will results in the termination of contract due to non-performance.
- 2.35 Award: 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.
- 2.36 Haul Mileage from the mixing plant to the job-site shall be determined by the nearest and shortage truck route. A circuitous route shall be avoided unless delivery is not possible using the shortage route.

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- 2.37 This requirement only applies to entities that require the awarded Contractor to furnish and install the requested product:** When requested to do so by the County and/or other entities using this contract, the awarded Contractor shall be responsible to provide a Contractor truck and operator at the site of Work to spread or transfer the asphalt material in accordance with the requirements of the County and/or other entities. The rate quoted shall be considered full compensation for all costs to Contractor including transportation from portal to portal and for the spreading or transferring of asphalt material at the site of Work in accordance with the requirements of the County and/or other entities.
- 2.38 All asphalt shall be subject to laboratory testing. Any asphalt failing laboratory testing shall be removed and replaced with test approved materials at the vendor's expense.
- 2.39 Satisfactory completion of work shall be determined by the Dallas County Road and Bridge Superintendent or designated representative. Contractor shall conduct all work under the supervision of the Dallas County Project Coordinator and will utilize safety measures and equipment necessary to protect personnel equipment and traffic from undue hazard or accident.
- 2.40 Contractor supplied equipment shall be in accordance with Texas Department of Transportation (TXDOT") Standard Specifications. Contractor equipment shall be so designed, equipped, maintained and operated to bituminous material at even heat may be applied uniformly on variable widths of surface. Equipment shall include a tachometer, pressure gauge, and accurate volume measuring devises or a calibrated tank, and a thermometer for measuring temperatures of the tank contents. Equipment shall be equipped with a power unit for the pump, and full circulation spray bars adjustable laterally and vertically.
- 2.41 On light traffic roadways Contractor shall be responsible for providing all traffic control. Contractor shall also be responsible for providing reasonable traffic control on highly traveled roadways. Specific traffic control measures on highly traveled roadways shall be negotiated between contractor and the Road Superintendent prior to construction. Measurement for this item shall be by the composite ton method.
- 2.42 Please read carefully. This contract shall be awarded to the lowest best bid meeting all terms and conditions of contract. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by subset, award by type, item by item, or lump sum total, whichever may be most advantageous to the County.**

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The award criteria for material and products picked up and loaded on County Trucks at Contractor Plant are as follows:

Contractor Delivered Material Bid Price	\$ _____
-Minus Contractor loaded on County Trucks bid price	\$ _____
+Plus County Administrative Cost	\$ _____
=Equal Total Equipment/Labor Cost	\$ _____
Number of tons or gallons that can be Hauled from Contractor plant each day Based on plant location. (To be determined by Superintendent for each district)	\$ _____
Divided by Total Equipment/Labor Cost to equal productivity cost.	\$ _____
Productivity cost plus Contractor loaded onto County Trucks bid price	\$ _____
Total Cost to Dallas County	\$ _____

3. TECHNICAL SPECIFICATIONS

This Specification governs the materials, composition, manufacture, and testing of related materials.

3.1 Aggregate Materials

Material must meet specifications in accordance with the latest TXDOT Standard Specifications for Construction of Highways, Streets and Bridges, Items #302, Grade 3 and 4.

3.2 Washed Sand

Materials shall meet requirements of the latest TXDOT Standard Specifications for Construction of Highways, Streets and Bridges, Item 421, (5), Table 2, Fine Aggregate.

3.3 Cement Treated Scalping Mixing (using County Materials)

Dallas County is requesting vendors bid a cost per ton for scalping and mixing county provided materials with additional cement as required to provide cement treated base material. The cement content shall be 5.5% plus or minus .05%.

Mixing Plant:

The Plant shall be capable of producing a minimum of 300 tons per hour.

The cement, aggregate and water shall be thoroughly mixed in an approved processing plant. The mixer shall be a stationary twin shaft pugmill. The plant shall be equipped with feeding and metering devices which will add the base material, cement and water in the mixer in the specified quantities. The moisture content of the mixture shall be maintained between one percent below and two percent above optimum moisture or shall be maintained within the range established by the Engineer. The amounts of cement and moisture are expressed as percentages of dry weight of the combined aggregate and cement.

3.4 Hot-Mix Cold-Laid Asphalt Concrete Pavement and Asphaltic Concrete Patching Material (Stockpile Storage)

Material as described under item 13 shown below must meet specifications in accordance with the latest TXDOT Standard Specifications for Construction of Highways, Streets and Bridges, Item 334 and TXDOT Departmental Materials Specification DMS9202.

3.5 Dense-Graded Hot-Mix Asphalt (Method)

Material as described under items 8 through 17 of the bid proposal documents must meet and/or exceed specification requirements as stated in the latest TXDOT Standard Specifications for Construction of Highways Street and Bridges, item 340.

All bidders must submit with their bid proposal detail specifications on the mixture design type for Item 340, Type B and D. The detail mixture design type specifications shall include but not be limited to the following information:

- The combined aggregate gradation, source, specific gravity, and percent of each material used;
- Results of all applicable tests;
- The mixing and molding temperatures;
- The signature of the Level II person or persons who performed the design;
- The date the mixture design was performed; and
- A unique identification number for the mixture design.

3.6 Hot Mix Cold Laid Asphaltic Concrete Pavement

Material and placement shall meet specifications in accordance with the latest TX DOT Standard Specifications for Construction of Highways, Streets and Bridges, Item #340, except that the asphalt content of asphaltic concrete mixtures shall not be less than four percent (4%) and not greater than eight percent (8%).

The mileage haul from plant shall be determined along the nearest and shortest truck route from plant to job-site before job is started.

3.7 Hot Mix Asphaltic Concrete Pavement - Installed (Laid) by Contractor Hot Mix Asphaltic Material

When requested to do so by the County, the Contractor shall be responsible to provide a Contractor Truck and operator at the site of Work to spread or transfer the Asphalt Material in accordance with the requirements of the County. The rate specified below shall be considered to be full compensation for all costs for Contractor including transportation from portal to portal and for the spreading or transferring of Asphalt Material at the site of Work in accordance with the requirements of the County.

Material and placement must meet specifications in accordance with the latest TXDOT Standard specifications for Construction of Highways, Streets and Bridges, Item #340, except that the asphalt content of asphaltic concrete mixtures shall not be less than four percent (4%) and not greater than eight percent (8%).

The mileage haul from plant nearest plant to job-site shall be determined along the nearest and shortest truck route from plant to job-site before job is started.

Bid price shall include Tack Asphalt as necessary for proper attachment to pavement.

Low bid contractor(s) shall be required to submit, upon award of the contract, a current batch design for each type of asphalt awarded. All asphalt shall be subject to laboratory testing. Any asphalt failing laboratory testing shall be removed and replaced with test approved materials at the vendor's expense.

Satisfactory completion of work shall be determined by Dallas County Road and Bridge Superintendent, or their designated representative. Contractor shall conduct all work under the supervision of the Dallas County Project Coordinator and will utilize safety measures and equipment necessary to protect personnel equipment and traffic from undue hazard or accident.

Contractor supplied shall be in accordance with Texas Department of Transportation ("TXDOT") Standard Specifications. Contractor shall be so designed, equipped, maintained and operated that bituminous material at even heat may be applied uniformly on variable widths of surface. Equipment shall include a tachometer, pressure gauge, and accurate volume measuring device or a calibrated tank, and a thermometer for measuring temperatures of the tank contents. Equipment shall be equipped with a power unit for the pump, and full circulation spray bars adjustable laterally and vertically.

Material laid and finished by the bidder shall be compacted to not less than 96 percent (95%) of laboratory density

based on Texas Test Method 227F.

Traffic Control

On light traffic roadways vendor shall be responsible for providing all traffic control. Vendor shall also be responsible for providing reasonable traffic control on highly traveled roadways. Specific traffic control measures on highly traveled roadways shall be negotiated between contractor and Road Superintendent prior to construction. Measurement for this item shall be by the composite ton method.

3.8 Hot Mix Asphaltic Concrete Pavement - Picked-up and Loaded on County Trucks

Material must meet specifications in accordance with the latest TXDOT Standard Specifications for Construction of Highways, Streets and Bridges, Item 340.

3.9 TX Dot Special Specifications to Item 334: DMS-9702, Asphaltic Concrete Patching Material (Stockpile Storage)

3.10.1 Overview

This specification shall govern for an asphaltic concrete mixture intended primarily as a cool to cold weather stockpile patching mix for maintenance. It shall remain workable in the stockpile for six months and have good adhesion to wet surfaces. The length of satisfactory stockpiling and the lowest temperature at which it can be used will vary according to the type and grade of asphaltic binder specified. It is primarily a crushed-stone asphaltic-concrete with asphalt additives.

The Engineer will designate on the plans or requisition which of the following combination of asphalt and aggregate may be supplied, meeting all requirements stated below:

Aggregate	MC 250	MC 300	MC-800 w/diesel	SCM I Winter	SCM II Summer	AES 300S	CMA SG	CMA WG
Item 334	X	X	X	X		X		
Gradation I	X	X	X	X	X	X		
Gradation II	X	X	X	X	X	X	X	X
Gradation III						X	X	

3.10.2 Material

The asphaltic material shall be an MC-250, MC800, SCM I, SCM II, AES-300S, or CMA meeting the requirements below. The specific asphaltic material to be used shall be designated by the Engineer on the plans or requisition.

3.10.2.1 MC-250 or MC800 - The asphaltic materials shall comply with the requirements of Standard Specification "Item 300, Asphalt, Oils, and Emulsions."

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BID DOCUMENT CHECKLIST*

Required by Dallas County	Submission Requirements	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Check Dallas County website (http://www.dallascounty.org/departments/purchasing/currentbids.html) for any addendums, updates, and/or changes to the IFB solicitation?	
<input checked="" type="checkbox"/>	Original and One (1) Exact Duplicate Copy of IFB Response	
<input checked="" type="checkbox"/>	Dallas County's Bid Proposal Form	
<input checked="" type="checkbox"/>	Addendum(s), if applicable	
<input type="checkbox"/>	Supporting Documentation (proof and evidence bidder experience and qualifications)	
<input checked="" type="checkbox"/>	References	
<input type="checkbox"/>	IFB Questionnaire	
<input checked="" type="checkbox"/>	Small Business Enterprise (SBE) Forms	
<input type="checkbox"/>	Bid Guarantee/Bid Security: Bid Bond, Certified Check or Cashier Check	
<input checked="" type="checkbox"/>	Texas Government Code Chapter 2270 Verification Form (THIS FORM MUST BE NOTARIZED)	
<input checked="" type="checkbox"/>	1295 Form (THIS FORM MUST BE NOTARIZED)	
<input checked="" type="checkbox"/>	Title VI Assurances/Compliance – Appendix A Form	
<input checked="" type="checkbox"/>	Insurance Affidavits or Proof of Insurance Coverage based on coverage types and limits set forth in IFB	
<input checked="" type="checkbox"/>	Conflict of Interest Questionnaire (CIQ) Form	
<input checked="" type="checkbox"/>	Vendor/Bidder Profile Sheet	
<input checked="" type="checkbox"/>	W-9 Form	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

*This form need not be submitted. It is provided for bidder's use in assuring compliance with all required documentation.

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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 agrees to fully comply with all terms, conditions and requirements, as set forth in the Dallas County invitation for bid solicitation specifications and other documentary forms herewith made a part of this specific contract.

Mail/Deliver Sealed Bid to:

Dallas County Purchasing Department
 Founders Square
 900 Jackson Street, 6th Floor, Suite 680
 Dallas, Texas 75202

Dallas County is not responsible for delays in the delivery of mail by the U.S. Postal Services, FedEx, UPS, Private Couriers, or deliveries by any other means or types. It is the sole responsibility of the Bidder to ensure that his/her bid reaches the Dallas County Purchasing Department, 900 Jackson Street, 6th Floor, Suite 680, Dallas, Texas 75202, by the designated date, time and hour indicated on the Instructions to Bidders Cover Page and/or addendum (when applicable). Late bid submissions will not be accepted.

Note: Please reference the Bid Number, Bid Title and Company Name on the outside of all sealed envelopes, packaging and boxes or use the label provided in the bid. Dallas County accepts no responsibility for late or misdirected mail.

Bid should be submitted in sealed packaging, marked and addressed as directed. Bid responses which are received by telephone, telegraphic, fax, email, or any other type electronic transmittal method, will not be accepted for consideration.

Bidders should take into account mailing/delivery times in order to assure that proposals and offers are received on time.

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
1	AGGREGATE FOR SURFACE, TX DOT ITEM 302, TYPE B, CRUSHED STONE, GRADE 3(CHAT) LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY:</u> <u>PLANT LOCATION</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	1,000 TONS	\$ _____	\$ _____
2	AGGREGATE FOR SURFACE, TX DOT ITEM 302, TYPE B, CRUSHED STONE, GRADE 3 (CHAT) DELIVERED TO ROAD & BRIDGE DISTRICT OFFICE <u>SPECIFY:</u> <u>PLANT LOCATION #1</u> STREET ADDRESS: <hr/>	2,000 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ _____/ton Plant #2 \$ _____/ton	\$ _____

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
	CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <p style="text-align: center;"><u>PLANT LOCATION #2</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <p style="text-align: center;"><u>PLANT LOCATION #3</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>		Plant #3 \$ _____/ton	
3	AGGREGATE FOR SURFACE, TX DOT ITEM 302, TYPE B, CRUSHED STONE, GRADE 4 LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY:</u> <p style="text-align: center;"><u>PLANT LOCATION</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	1,000 TONS	\$ _____	\$ _____

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ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
4	<p>AGGREGATE FOR SURFACE, TX DOT ITEM 302, TYPE B, CRUSHED STONE, GRADE 4 DELIVERED TO ROAD & BRIDGE DISTRICT OFFICE</p> <p><u>SPECIFY:</u></p> <p><u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p> <p><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p> <p><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>	4,000 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ _____/ton</p> <p>Plant #2 \$ _____/ton</p> <p>Plant #3 \$ _____/ton</p>	\$ _____
5	<p>WASHED SAND, TX DOT, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS,</p>	1,000 TONS	\$ _____	\$ _____

ITEM #	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT COST	EXTENDED PRICE
	<p>STREETS AND BRIDGES, ITEM 421, (5), TABLE 2, FINE AGGREGATE LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY:</u> <u>PLANT LOCATION</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>			

6	<p>CEMENT TREATED BASE (SCALPING MIX) WITH 5-1/2% CEMENT LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY:</u> <u>PLANT LOCATION</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>	20,000 TONS	\$ _____	\$ _____

7	<p>HIGH PERFORMANCE COLD MIX, AS PER BID SPECIFICATION, RAPID ROAD REPAIR R3 OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY:</u> <u>PLANT LOCATION</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>	100 TONS	\$ _____	\$ _____
8	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 1,500 TONS OR MORE PER JOB</p> <p><u>SPECIFY:</u> <u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p> <p><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>	2,000 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ _____/ton</p> <p>Plant #2 \$ _____/ton</p> <p>Plant #3 \$ _____/ton</p>	\$ _____

	<p align="center"><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS:</p> <p>_____</p> <p>CITY/STATE/ZIPCODE:</p> <p>_____</p> <p>TELEPHONE NO:</p> <p>_____</p> <p>HOURS OF OPERATION:</p> <p>_____</p>			
9	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 500-1499 TONS PER JOB</p> <p><u>SPECIFY:</u></p> <p align="center"><u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS:</p> <p>_____</p> <p>CITY/STATE/ZIPCODE:</p> <p>_____</p> <p>TELEPHONE NO:</p> <p>_____</p> <p>HOURS OF OPERATION:</p> <p>_____</p> <p align="center"><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS:</p> <p>_____</p> <p>CITY/STATE/ZIPCODE:</p> <p>_____</p> <p>TELEPHONE NO:</p> <p>_____</p> <p>HOURS OF OPERATION:</p> <p>_____</p> <p align="center"><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS:</p> <p>_____</p> <p>CITY/STATE/ZIPCODE:</p> <p>_____</p>	1,500 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ _____/ton</p> <p>Plant #2 \$ _____/ton</p> <p>Plant #3 \$ _____/ton</p>	<p>\$ _____</p>

	TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
10	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 7.5-499 TONS PER JOB <u>SPECIFY:</u> <u>PLANT LOCATION #1</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <u>PLANT LOCATION #2</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <u>PLANT LOCATION #3</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	1,000 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ _____/ton Plant #2 \$ _____/ton Plant #3 \$ _____/ton	\$ _____

11	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE C, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 1,500 TONS OR MORE PER JOB</p> <p><u>SPECIFY:</u></p> <p><u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS:</p> <p>CITY/STATE/ZIPCODE:</p> <p>TELEPHONE NO:</p> <p>HOURS OF OPERATION:</p> <p><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS:</p> <p>CITY/STATE/ZIPCODE:</p> <p>TELEPHONE NO:</p> <p>HOURS OF OPERATION:</p> <p><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS:</p> <p>CITY/STATE/ZIPCODE:</p> <p>TELEPHONE NO:</p> <p>HOURS OF OPERATION:</p>	1,500 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ _____/ton</p> <p>Plant #2 \$ _____/ton</p> <p>Plant #3 \$ _____/ton</p>	\$ _____
12	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER</p>	10,000 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined</p>	\$ _____

	BID SPECIFICATIONS 1,500 TONS OR MORE PER JOB SPECIFY: <u>PLANT LOCATION #1</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____ <u>PLANT LOCATION #2</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____ <u>PLANT LOCATION #3</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____		by Plant location and enter below: Plant #1 \$ _____/ton Plant #2 \$ _____/ton Plant #3 \$ _____/ton	
13	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 500-1499 TONS PER JOB SPECIFY: <u>PLANT LOCATION #1</u>	2,500 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ _____/ton Plant #2 \$ _____/ton	\$ _____

	STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <p style="text-align: center;"><u>PLANT LOCATION #2</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <p style="text-align: center;"><u>PLANT LOCATION #3</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>		Plant #3 \$ _____/ton	
14	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D, INSTALLED OR LAID BY CONTRACTOR PERSONNEL, AS PER BID SPECIFICATIONS 7.5-499 TONS PER JOB <u>SPECIFY:</u> <p style="text-align: center;"><u>PLANT LOCATION #1</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/>	1,000 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ _____/ton Plant #2 \$ _____/ton Plant #3 \$ _____/ton	\$ _____

	<hr/> HOURS OF OPERATION: <hr/> <u>PLANT LOCATION #2</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <u>PLANT LOCATION #3</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
15	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE B LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY:</u> <u>PLANT LOCATION #1</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <u>PLANT LOCATION #2</u>	4,000 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1\$ _____/ton Plant #2\$ _____/ton Plant #3\$ _____/ton	\$ _____

	<p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/> <p>TELEPHONE NO:</p> <hr/> <p>HOURS OF OPERATION:</p> <hr/> <p><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/> <p>TELEPHONE NO:</p> <hr/> <p>HOURS OF OPERATION:</p> <hr/>			
16	<p>HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D LOADED ON COUNTY TRUCKS AT VENDOR PLANT</p> <p><u>SPECIFY:</u></p> <p><u>PLANT LOCATION #1</u></p> <p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/> <p>TELEPHONE NO:</p> <hr/> <p>HOURS OF OPERATION:</p> <hr/> <p><u>PLANT LOCATION #2</u></p> <p>STREET ADDRESS:</p> <hr/> <p>CITY/STATE/ZIPCODE:</p> <hr/>	40,000 TONS	<p>\$ _____</p> <p>Note: Omit price above if price is determined by Plant location and enter below:</p> <p>Plant #1 \$ _____/ton</p> <p>Plant #2 \$ _____/ton</p> <p>Plant #3 \$ _____/ton</p>	\$ _____

	TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <p style="text-align: center;"><u>PLANT LOCATION #3</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
17	HOT MIX ASPHALTIC CONCRETE PAVEMENT, TXDOT ITEM 340, TYPE D DELIVERED TO PROJECT JOB SITES WITHIN DALLAS COUNTY <u>SPECIFY:</u> <p style="text-align: center;"><u>PLANT LOCATION #1</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/> <p style="text-align: center;"><u>PLANT LOCATION #2</u></p> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	40,000 TONS	\$ _____ Note: Omit price above if price is determined by Plant location and enter below: Plant #1 \$ _____/ton Plant #2 \$ _____/ton Plant #3 \$ _____/ton	\$ _____

	<p align="center"><u>PLANT LOCATION #3</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p> <p>TELEPHONE NO: _____</p> <p>HOURS OF OPERATION: _____</p>			
18	<p>ASPHALT EMULSION PRIME, AS PER BID SPECIFICATIONS, MARTIN ASPHALT COMPANY AE-P OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p> <p>MINIMUM TRUCKLOAD: _____</p> <p align="center"><u>PLANT LOCATION</u></p> <p>STREET ADDRESS: _____</p> <p>CITY/STATE/ZIPCODE: _____</p>	18,000 GALLONS	\$ _____	\$ _____

	TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
19	ASPHALT EMULSION, RAPID SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2 OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	6,000 GALLONS	\$ _____	\$ _____
20	ASPHALT EMULSION, RAPID SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2 OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: <hr/>	80,000 GALLONS	\$ _____	\$ _____

	CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
21	ASPHALT EMULSION, MEDIUM SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES MCS-600C OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	6,000 GALLONS	\$ _____	\$ _____
22	ASPHALT EMULSION, MEDIUM SETTING (TABLE 6 OR 8), AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES MCS-600C OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u>	6,000 GALLONS	\$ _____	\$ _____

	STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
23	ASPHALT EMULSION POLYMER MODIFIED, RAPID SETTING (TABLE 9), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2P OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	2,000 GALLONS	\$ _____	\$ _____
24	ASPHALT EMULSION POLYMER MODIFIED, RAPID SETTING (TABLE 9), AS PER BID SPECIFICATIONS, MARTIN ASPHALT CRS-2P OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u>	6000 GALLONS	\$ _____	\$ _____

	STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>			
25	ASPHALT ROADER SEALER, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES COS-50 OR EQUAL LOADED ON COUNTY TRUCKS <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: <hr/> CITY/STATE/ZIPCODE: <hr/> TELEPHONE NO: <hr/> HOURS OF OPERATION: <hr/>	1,000 GALLONS	\$ _____	\$ _____
26	REJUVENATING AGENT, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES ARE-68 OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>SPECIFY</u> BRAND: _____ PRODUCT NO: _____ MINIMUM TRUCKLOAD: _____	6,000 GALLONS	\$ _____	\$ _____

	<p align="center"><u>PLANT LOCATION</u></p> <p>STREET ADDRESS:</p> <p>_____</p> <p>CITY/STATE/ZIPCODE:</p> <p>_____</p> <p>TELEPHONE NO:</p> <p>_____</p> <p>HOURS OF OPERATION:</p> <p>_____</p>			
27	<p>REJUVENATING AGENT, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES ARE-68 OR EQUAL DELIVERED TO PROJECT JOBSITE WITHIN DALLAS COUNTY</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p> <p>MINIMUM TRUCKLOAD: _____</p> <p align="center"><u>PLANT LOCATION</u></p> <p>STREET ADDRESS:</p> <p>_____</p> <p>CITY/STATE/ZIPCODE:</p> <p>_____</p> <p>TELEPHONE NO:</p> <p>_____</p> <p>HOURS OF OPERATION:</p> <p>_____</p>	12,000 GALLONS	\$ _____	\$ _____
28	<p>JOINT SEALANT, HOT POURED RUBBER, AS PER BID SPECIFICATIONS, CRAFTCO POLYFLEX TYPE 3 OR EQUAL DELIVERED TO ROAD & BRIDGE DISTRICT OFFICE</p> <p><u>SPECIFY</u></p> <p>BRAND: _____</p> <p>PRODUCT NO: _____</p>	95,000 POUNDS	\$ _____	\$ _____

	MINIMUM TRUCKLOAD: _____ <u>PLANT LOCATION</u> STREET ADDRESS: _____ CITY/STATE/ZIPCODE: _____ TELEPHONE NO: _____ HOURS OF OPERATION: _____			
29	LIQUID GEO-TECH MEMBRANE FOR POTHOLE REPAIR, AS PER BID SPECIFICATIONS, PROFESSIONAL COATING TECHNOLOGIES PHPM-50 OR EQUAL LOADED ON COUNTY TRUCK AT VENDOR	10,000 GALS		
	PLANT LOCATION STREET ADDRESS: CITY/STATE/ZIPCODE: TELEPHONE NO: HOURS OF OPERATION: _____			
30	LIQUEFIED CEMENT SLURRY, TEXAS INDUSTRIES SUPERSLURRY™ OR EQUAL LOADED ON COUNTY TRUCKS AT VENDOR PLANT <u>PLANT LOCATION</u> STREET ADDRESS:	900 TONS	\$ _____	\$ _____

	CITY/STATE/ZIPCODE: TELEPHONE NO: HOURS OF OPERATION: 			
31	LIQUEFIED CEMENT SLURRY, TEXAS INDUSTRIES SUPERSLURRY™ OR EQUAL DELIVERED AND SPREAD BY SUPPLIER AT PROJECT SITE(S) WITHIN DALLAS COUNTY <u>PLANT LOCATION</u> STREET ADDRESS: CITY/STATE/ZIPCODE: TELEPHONE NO: HOURS OF OPERATION: 	5,000 TONS	\$ _____	\$ _____
32	CSS-1H, CATIONIC, WATER-BASED ASPHALT EMULSION PRODUCT USED PRIMARILY FOR TACK COAT AND FOG SEAL-AASHTO MW08, TXDOT STD SPECIFICATION –ITEM 300 <u>PLANT LOCATION</u> STREET ADDRESS: CITY/STATE/ZIPCODE: TELEPHONE NO: HOURS OF OPERATION: 	20,000 TONS	\$ _____	\$ _____

PROPOSAL IFB No. 2018-057-6750

Please specify below any other charges/fees for the requested services listed herein. The charges/fees shall be listed on the invoice as a separate line item cost.

1. Demurrage Charge (use of common carrier)

\$ _____/hr.
after _____ hour(s)

2. Demurrage Charge (use of own equipment)

\$ _____/hr.
after _____ hour(s)

3. Pump and Hose Charge

\$ _____/flat
charge

4. Hauling Cost in excess of four (4) miles from nearest plant to job site

\$ _____/ton
mile

5. Move In Charge

\$ _____/flat
charge

6. Other charges/fees (if any) not listed but required in the performance of this contract

Name of Charge/Fee: _____

Rate/Price\$ _____

Name of Charge/Fee: _____

Rate/Price\$ _____

Name of Charge/Fee: _____

Rate/Price\$ _____

Name of Charge/Fee: _____

Rate/Price\$ _____

Name of Charge/Fee: _____

Rate/Price\$ _____

7. Other charges/fees (if any) not listed but required in the performance of this contract:

PROPOSAL IFB No. 2018-057-6750

Name of Charge/Fee: _____

Rate/Price\$ _____

Name of Charge/Fee: _____

Rate/Price\$ _____

Name of Charge/Fee: _____

Rate/Price\$ _____

Name of Charge/Fee _____

Rate/Price\$ _____

Name of Charge/Fee _____

Rate/Price\$ _____

PROPOSAL IFB No. 2018-057-6750

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.**

List any special resources, skills or services which the firm offers that are not specifically addressed in this solicitation, but would be available as part of an agreement with your firm.

Should your firm be awarded this contract, describe what (if any) portion of the bid requirements will be subcontracted out: May use additional sheets if needed.

Sub-Contractor, Supplier or Sub-Consultant Company Name	Sub-Contractor, Supplier or Sub-Consultant Contact Person Name	Sub-Contractor, Supplier or Sub-Consultant Telephone Number and Fax Name	Description of Goods or Services They will Provide or Perform	Dollar Amount of Sub-Contract Goods or Services
				\$
				\$
				\$
				\$
				\$
				\$
				\$

***Leaving this area blank will mean the vendor will perform ALL portions of the contract with their own in-house staff.**

☐ **I will NOT use any sub-contractors/sub-consultant in the performance of this contract agreement**

Specify Prompt/Early Payment Discount Terms (if any): _____ % _____ Days. If no prompt/early payment discount is offered, enter 0 in the % space. Payment terms with no discount are 30 days, upon receipt of proper invoice and verification that the services and/or products have been completed or delivered in accordance with specification requirements in the Dallas County Auditor's Office. **The award of this bid will not be based on prompt/early payment discounts.**

Primary Contact Person

Contact Person Name: _____ Telephone Number: _____

E-mail address: _____

Back-up Contact Person:

Contact Person Name: _____ Telephone Number: _____

E-mail address: _____

Written Notices Address

Contact Person Name: _____ Telephone Number: _____

E-mail address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

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 X, paragraph 9). 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:
- | | |
|---------------------------------------|--|
| 95% for employee only coverage? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 85% for employee + children coverage? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 73% for employee + spouse? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 71% for employee + family coverage? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
- c) 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

- d) 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 whether the principal company owner is a: (Please Check One)

Dallas County Tax Payer: ☐ Yes ☐ No

☐ Other County Tax Payer (Specify): _____

Please indicate whether the principal place of business or headquarter is physically located within Dallas County:

(Please Check One) ☐ Yes - If yes, please provide address information below ☐ No

Address of the principal place of business or headquarter: _____
City _____ State: _____, Zip Code: _____

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

☐ Daily Commercial Record

☐ Dallas County Website

☐ Email or Letter Notice from Dallas County Purchasing Department

☐ Other: specify: _____

Thank you.

IN THE EVENT THAT THE ACCOUNT REPRESENTATIVE/CONTACT PERSON INFORMATION IS CHANGED DURING THE COMMENCEMENT OF THIS CONTRACT, IT IS YOUR COMPANY/FIRM RESPONSIBILITY TO IMMEDIATELY NOTIFY THE DALLAS COUNTY PURCHASING DEPARTMENT OF ANY CHANGES, PLEASE MAKE REFERENCE TO THE BID NUMBER.

Submitted and Certified By:

COMPANY NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

REFERENCES

OPTIONAL: INSERT REFERENCE PAGE ONLY IF REQUIRED

Provide a minimum of (3) references from clients, companies and/or agencies for which the firm has provided a similar scope of services in size and complexity described within the past (5) years. It is the responsibility of the bidder to ensure that the reference contact information is correct and current.

1) Company/Agency

Name: _____

Physical Address (including city and zip code): _____

Contact Person: _____
Title: _____

Contact Phone and Fax Number: _____ E-mail Address: _____

Dollar Amount/Value of Contract: \$ _____ Dates of performance (i.e.: Project Start and End Date) _____

Description of Project Scope of Work or Services Provided:

Role Status: ☐ Prime Contractor ☐ Sub-Contractor/Consultant

2) Company/Agency

Name: _____

Physical Address (including city and zip code): _____

Contact Person: _____
Title: _____

Contact Phone and Fax Number: _____ E-mail Address: _____

Dollar Amount/Value of Contract: \$ _____ Dates of performance (i.e.: Project Start and End Date) _____

Description of Project Scope of Work or Services Provided:

Role Status: ☐ Prime Contractor ☐ Sub-Contractor/Consultant

3) Company/Agency

Name: _____

Physical Address (including city and zip code): _____

Contact Person: _____
Title: _____

Contact Phone and Fax Number: _____ **E-mail Address:** _____

Dollar Amount/Value of Contract: \$ _____ **Dates of performance (i.e.: Project Start and End Date)** _____

Description of Project Scope of Work or Services Provided:

Role Status: ☐ Prime Contractor ☐ Sub-Contractor/Consultant

4) Company/Agency

Name: _____

Physical Address (including city and zip code): _____

Contact Person: _____

Title: _____

Contact Phone and Fax Number: _____ E-mail Address: _____

Dollar Amount/Value of Contract: \$ _____ Dates of performance (i.e.: Project Start and End Date) _____

Description of Project Scope of Work or Services Provided:

Role Status: ☐ Prime Contractor ☐ Sub-Contractor/Consultant

5) Company/Agency

Name: _____

Physical Address (including city and zip code): _____

Contact Person: _____

Title: _____

Contact Phone and Fax Number: _____ E-mail Address: _____

Dollar Amount/Value of Contract: \$ _____ Dates of performance (i.e.: Project Start and End Date) _____

Description of Project Scope of Work or Services Provided:

Role Status: ☐ Prime Contractor ☐ Sub-Contractor/Consultant

6) Company/Agency

Name: _____

Physical Address (including city and zip code): _____

PROPOSAL IFB No. 2018-057-6750

Contact Person: _____
Title: _____

Contact Phone and Fax Number: _____ E-mail Address: _____

Dollar Amount/Value of Contract: \$ _____ Dates of performance (i.e.: Project Start and End Date) _____

Description of Project Scope of Work or Services Provided:

Role Status: ☐ Prime Contractor ☐ Sub-Contractor/Consultant

Attachment A

Health Insurance Plan-Quick-Reference Guide

HDP quick-reference guide

Refer to plan documents for limitations and additional information.

Feature	HDP – medical plan Your In-Network Cost	HDP – medical plan Your Out-of-Network Cost PLUS You Pay Charges Exceeding Plan Payment
Annual Deductible (The entire family deductible must be met before benefits pay — unless you selected employee only)	\$1,500 individual/\$3,000 family	\$3,000 individual/\$6,000 family
Coinsurance (After the annual deductible is met)	20% after deductible	40% after deductible
Annual Coinsurance Maximum	\$1,500 individual/\$3,000 family	No limit
Annual Out-of-Pocket Maximum Limit (OOP)	\$3,000 individual/\$6,000 family	No limit
Physician Services Office Visits Virtual Visits Hospital Visits	20% after deductible 20% after deductible 20% after deductible	40% after deductible 40% after deductible 40% after deductible
Urgent Care Visit	20% after deductible	40% after deductible
Preventive Care* Well-Child Care (Birth to age 17) Well-Women Exam Routine Screening Mammography (Age 35+) Adult Health Assessments (Age 18+) Immunizations Routine Eye Exam Screening Colonoscopy	Covered at 100% Covered at 100% Covered at 100% Covered at 100% Covered at 100% Refer to VSP Choice Plan Covered at 100%	40% after deductible 40% after deductible 40% after deductible 40% after deductible 40% after deductible Refer to VSP Choice Plan 40% after deductible
Eyewear, Frames, Contacts	Refer to VSP Choice Plan	Refer to VSP Choice Plan
Maternity Services Routine Prenatal Care Delivery in Hospital Newborn Care in Hospital (Routine)	Covered at 100% 20% after deductible 20% after deductible	40% after deductible 40% after deductible 40% after deductible
Inpatient Hospital	20% after deductible	40% after deductible
Outpatient Surgery	20% after deductible	40% after deductible
Lab & X-ray Outpatient (Minor)	20% after deductible	40% after deductible
Hospital Emergency Care Services (Treated as in-network)	20% after deductible	20% after deductible
Skilled Nursing Facility	20% after deductible up to 60 days annually	40% after deductible up to 60 days annually
Home Health Care	20% after deductible up to 120 visits annually	40% after deductible up to 120 visits annually
Allergy Care Services	20% after deductible	40% after deductible
Chiropractic	20% after deductible maximum 20 visits per year	40% after deductible maximum 20 visits per year
Infertility Services Five (5) Artificial Insemination Visits (Lifetime)	20% after deductible (includes in vitro and drug coverage)	40% after deductible (includes in vitro and drug coverage)
Medical Supply & Equipment (DME)	20% after deductible	40% after deductible
Mental Health Services Outpatient Visits Inpatient Serious Mental Illness Substance Abuse	20% after deductible; maximum 20 visits per year 20% after deductible; limits apply to number of days annually Treated like any other illness Limited — 3 lifetime episodes of care	50% after deductible; maximum 20 visits per year 40% after deductible; limits apply to number of days annually Treated like any other illness Limited — 3 lifetime episodes of care

* Subject to Affordable Care Act requirements.

PPO plan quick-reference guide

Refer to plan documents for limitations and additional information.

Feature	PPO – medical plan Your In-Network Cost	PPO – medical plan Your Out-of-Network Cost PLUS You Pay Charges Exceeding Plan Payment
Annual Deductible	\$300 individual/\$1,000 family	\$1,000 each person
Coinsurance (After the annual deductible is met)	20% after deductible	40% after deductible
Annual Coinsurance Maximum	\$2,500 individual/\$5,000 family	No limit
Annual Out-of-Pocket Maximum Limit (OOP)	\$3,000 individual/\$6,000 family Plan pays 100% after annual OOP	No limit
Physician Services: Office Visits:	\$25 PCP/\$25 Tier 1 Specialist \$35 non-Tier 1 Specialist	40% after deductible
Virtual Visits	\$0 copay	
Hospital Visits	20% after deductible	40% after deductible
Urgent Care Visit	\$35 copay	40% after deductible
Preventive Care* Well-Child Care (Birth to age 17) Well-Woman Exam Routine Screening Mammography (Age 35+) Adult Health Assessments (Age 18+) Immunizations Routine Eye Exam Screening Colonoscopy	Covered at 100% Covered at 100% Covered at 100% Covered at 100% Covered at 100% Refer to VSP Choice Plan Covered at 100%	40% after deductible 40% after deductible 40% after deductible 40% after deductible 40% after deductible Refer to VSP Choice Plan 40% after deductible
Eyewear, Frames, Contacts	Refer to VSP Choice Plan	Refer to VSP Choice Plan
Maternity Services: Routine Prenatal Care Delivery in Hospital Newborn Care in Hospital (Routine)	Covered at 100% 20% after deductible 20% after deductible	40% after deductible 40% after deductible 40% after deductible
Inpatient Hospital	20% after deductible	40% after deductible
Outpatient Surgery	20% after deductible	40% after deductible
Lab & X-ray Outpatient (Minor)	Covered at 100% in physician office or in-network lab or radiological provider	40% after deductible
Hospital Emergency Care Services: (Treated as in-network)	\$300 copay + 20% after deductible copay waived if admitted	\$300 copay + 20% after deductible copay waived if admitted
Skilled Nursing Facility	20% after deductible up to 60 days annually	40% after deductible up to 60 days annually
Home Health Care	20% after deductible up to 120 visits annually	40% after deductible up to 120 visits annually
Allergy Care Services	\$25 PCP/\$25 Tier 1 Specialist \$35 non-Tier 1 Specialist	40% after deductible
Chiropractic	\$35 copay per visit maximum 20 visits per year	40% after deductible maximum 20 visits per year
Infertility Services Five (5) Artificial Insemination Visits (Lifetime)	20% after deductible (excludes in vitro and drug coverage)	40% after deductible (excludes in vitro and drug coverage)
Medical Supply & Equipment (DME)	20% after deductible	40% after deductible
Mental Health Services: Outpatient Visits Inpatient	\$25 visit; maximum 20 visits per year 20% after deductible; limits apply to number of days annually Treated like any other illness	50% after deductible; maximum 20 visits per year 40% after deductible; limits apply to number of days annually Treated like any other illness
Serious Mental Illness Substance Abuse	Limited — 3 lifetime episodes of care	Limited — 3 lifetime episodes of care

* Subject to Affordable Care Act requirements.



**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: _____



TEXAS GOVERNMENT CODE CHAPTER 2270

VERIFICATION FORM

I, _____ (Person name), the undersigned representative of (Company or Business name) _____

_____ (hereafter referred to as "company") being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract between company and-Dallas County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Signature Printed Name

Title Date

AFFIX NOTARY STAMP / SEAL ABOVE

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

TITLE VI ASSURANCES/COMPLIANCE -- APPENDIX A

A. Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: a. withholding payments to the contractor under the contract until the contractor complies; and/or b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations and Warranties

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are there any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person who, based on race, religion, color, national origin, sex, age, or disability believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by Dallas County or its sub-recipients, consultants and contractors may bring forth a discrimination complaint under Title VI. Only complaints based on the complainant's protected status will be considered under Title VI. The complainant may file a signed, written complaint up to **180 calendar days** from the date of the alleged act of discrimination or the date the person(s) became aware of the alleged act(s) of discrimination. Complaints must be filed in writing, signed by the complainant and/or the complainant's representative, or filed in person with the Dallas County Title VI Coordinator at the following address:

Dallas County Human Resources
Dallas County Director of Human Resources and Title VI Coordinator
Renaissance Tower, Floor 23
1201 Elm St., Ste. 2300-B
Dallas, Texas 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of the Dallas County Title VI Non Discrimination Plan and Documents, and complaint forms, may be obtained at: http://www.dallascounty.org/departments/HR/title_vi.php or at the physical address listed above.

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A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: Title VI

U.S. Department of Justice
Civil Rights Division
Federal Coordination and Compliance Section, NWB
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530
1-888-848-5306

More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, the implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

CONTRACTOR'S FULL NAME: _____

Signature, Authorized Representative of Contractor

Date

Title

Undated Jan. 2018

DALLAS COUNTY

MANDATORY

SMALL BUSINESS ENTERPRISE (SBE)

PROGRAM FORMS

PROPOSAL IFB No. 2018-XX-XXXX



GOOD FAITH EFFORT PLAN

THE GOOD FAITH EFFORT PLAN IS REVIEWED BY THE DALLAS COUNTY OFFICE OF SMALL BUSINESS ENTERPRISE. THE SBE DIRECTOR OR DESIGNEE WILL EVALUATE THE "GOOD FAITH EFFORTS" OF A FIRM. THE GOOD FAITH EFFORT MUST BE APPROVED BY THE OFFICE OF SMALL BUSINESS OF ENTERPRISE PRIOR TO AWARD.

NAME OF PROJECT: _____

SECTION A – PRIME CONTRACTOR INFORMATION

NAME OF FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

EMAIL ADDRESS: _____ FAX: _____

IS YOUR FIRM CERTIFIED: NO YES CERTIFICATION NUMBER: _____

TYPE OF CERTIFICATION: SBE MBE WBE AAB E HUB DBE

1. LIST **ALL** FIRMS TO BE UTILIZED ON THIS PROJECT/CONTRACT.

	SUBCONTRACTORS/SUPPLIERS	SCOPE OF WORK/SUPPLIES TO BE PERFORMED/PROVIDED BY THE FIRM	ESTIMATED CONTRACT AMOUNT ALLOCATED TO THE FIRM	IF FIRM IS CERTIFIED, LIST CERTIFICATION NUMBER <u>AND</u> ATTACH A COPY OF THE CERTIFICATION AFFIDAVIT
1.	NAME: ADDRESS:			
2	NAME: ADDRESS:			
3.	NAME: ADDRESS:			
4.	NAME: ADDRESS:			
5.	NAME: ADDRESS:			

PROPOSAL IFB No. 2018-XX-XXXX

6.	NAME:			
	ADDRESS:			

SECTION B – SBE COMMITMENTS

Good Faith Effort Form – Page 1 of 4

THE SMALL BUSINESS ENTERPRISE (SBE) ASPIRATIONAL GOAL FOR THIS PROJECT IS 40%

1. THE UNDERSIGNED CONTRACTOR HAS SATISFIED THE REQUIREMENTS OF THE BID SPECIFICATIONS IN THE FOLLOWING MANNER (PLEASE CHECK THE APPROPRIATE SPACE):

_____ THE CONTRACTOR IS COMMITTED TO A MINIMUM OF 40 % SBE UTILIZATION ON THIS CONTRACT

_____ THE CONTRACTOR (IF UNABLE TO MEETING THE SBE GOAL OF 40 %) IS COMMITTED TO A MINIMUM OF _____ % SBE UTILIZATION ON THIS CONTACT

MANDATORY PAYMENT REPORTING

DURING THE TERM OF THE CONTRACT, THE CONTRACTOR MUST REPORT THE ACTUAL PAYMENTS TO ALL THE SBE SUBCONTRACTORS ON A MONTHLY BASIS IN THE SPECIFIED TIME INTERVALS AND FORMAT PRESCRIBED BY DALLAS COUNTY. ANY UNJUSTIFIED FAILURE TO COMPLY WITH THE LEVELS OF SBE PARTICIPATION IDENTIFIED IN THE BID AND AFFIRMED IN THE GOOD FAITH EFFORT PLAN SHALL BE CONSIDERED A MATERIAL BREACH OF CONTRACT. DALLAS COUNTY RESERVES THE RIGHT, AT ANY TIME DURING THE TERM OF THE CONTRACT TO REQUEST ADDITIONAL INFORMATION, DOCUMENTATION OR VERIFICATION OF PAYMENTS MADE TO ALL SUBCONTRACTORS IN CONNECTION WITH THE CONTRACT. VERIFICATION OF AMOUNT BEING REPORTED MAY TAKE THE FORM OF REQUESTING COPIES OF CANCELED CHECKS PAID TO THE SBE PARTICIPANTS AND/OR CONFIRMATION INQUIRIES DIRECTLY TO SBE PARTICIPANTS. PROOF OF PAYMENTS, SUCH AS COPIES OF CANCELED CHECKS MUST PROPERLY IDENTIFY THE PROJECT NAME OR PROJECT NUMBER TO SUBSTANTIATE SBE PAYMENTS FOR THIS PROJECT.

2. NAME AND PHONE NUMBER OF PERSON APPOINTED TO COORDINATE AND ADMINISTER THE SBE REQUIREMENTS ON THIS PROJECT

NAME: _____

TITLE: _____

DIRECT PHONE: _____ EMAIL: _____

➡ IF THE SBE GOAL WAS MET, PROCEED TO GOOD FAITH EFFORT AFFIRMATION FOUND ON PAGE 4

➡ IF THE SBE GOAL WAS NOT MET, PROCEED TO SECTION C – DOCUMENTATION OF GOOD FAITH EFFORTS FOUND ON PAGE 3.

NOTE: EACH QUESTION ON PAGE 3, MUST BE ANSWERED AND ACCOMPANIED BY SUPPORTING DOCUMENTATION OF THE PROSPER' S OUTREACH EFFORTS.

Good Faith Effort Form – Page 2 of 4

PROPOSAL IFB No. 2018-XX-XXXX

3. SECTION C – DOCUMENTATION OF GOOD FAITH EFFORTS (TO BE FILLED OUT ONLY IF SBE ASPIRATIONAL GOAL WAS NOT ACHIEVED.)

1. LIST PRIMARY REASON(S) THE SBE GOAL WAS NOT ACHIEVED:

2. LIST ALL FIRMS CONTACTED WITH SUBCONTRACTING/SUPPLY OPPORTUNITIES FOR THIS PROJECT THAT WILL NOT BE UTILIZED FOR THE CONTRACT BY CHOICE OF THE CONTRACTOR, SUBCONTRACTOR, AND/OR SUPPLIER. WRITTEN NOTICES TO FIRMS CONTACTED BY THE CONTRACTOR FOR SPECIFIC SCOPES OF WORK IDENTIFIED FOR SUBCONTRACTING/SUPPLY OPPORTUNITIES MUST BE PROVIDED TO SUBCONTRACTOR/SUPPLIERS NOT LESS THAN FIVE (5) BUSINESS DAYS PRIOR TO BID/PROPOSAL DUE DATE. THE FOLLOWING INFORMATION IS REQUIRED FOR ALL FIRMS WHAT WERE CONTACTED OF SUBCONTRACTING/SUPPLY OPPORTUNITIES. MAY USE ADDITIONAL SHEETS IF NEEDED.

	NAME & ADDRESS OF SUBCONTRACTOR(S)/SUPPLIER(S)	SCOPE OF WORK/SUPPLIES TO BE PERFORMED/PROVIDED BY THE FIRM	IS FIRM SBE CERTIFIED?	DATE OF WRITTEN NOTICE SENT & METHOD USED (FAX, LETTER, EMAIL, ETC.)	REASON AGREEMENT NOT REACHED
1.	NAME: ADDRESS:			DATE: METHOD:	
2.	NAME: ADDRESS:			DATE: METHOD:	
3.	NAME: ADDRESS:			DATE: METHOD:	
4.	NAME: ADDRESS:			DATE: METHOD:	
5.	NAME: ADDRESS:			DATE: METHOD:	

IN ORDER TO VERIFY A CONTRACTOR'S GOOD FAITH EFFORTS, PLEASE PROVIDE COPIES OF ALL WRITTEN NOTICES TO ALL FIRMS OF CONTACTED BY THE CONTRACTOR FOR SPECIFIC SCOPES OF WORK IDENTIFIED IN RELATIONS TO THE SUBCONTRACTING/SUPPLY OPPORTUNITIES IN THE ABOVE NAMED PROJECT. COPIES OF SAID NOTICES MUST BE PROVIDED TO DALLAS COUNTY'S OFFICE OF SMALL BUSINESS ENTERPRISE WITHIN FIVE (5) BUSINESS DAYS AFTER THE BID/PROPOSAL IS DUE. SUCH NOTICES SHALL INCLUDE INFORMATION ON THE SCOPE OF WORK TO BE PERFORMED AND/OR SUPPLIES TO BE PROVIDED.

3. DID YOU ATTEND THE PRE-BID CONFERENCE SCHEDULED FOR THIS PROJECT? YES ____ NO ____

4. LIST ALL LISTINGS, DIRECTORIES, CONTRACTOR ASSOCIATIONS, AND/OR ANY OTHER ASSOCIATIONS UTILIZED TO SOLICIT SBE SUBCONTRACTOR/SUPPLIERS.

NAME	CONTACT PERSON	PHONE
		()
		()
		()

5. DISCUSS EFFORTS MADE TO DEFINE ADDITIONAL ELEMENTS OF THE WORK PROPOSED TO BE PERFORMED BY SBES IN ORDER TO INCREASE THE LIKELIHOOD OF ACHIEVING THE GOAL.

6. INDICATE ADVERTISEMENTS MEDIUMS USED FOR SOLICITING BIDS FROM SBES (PLEASE ATTACH A COPY OF THE ADVERTISEMENTS).

PROPOSAL IFB No. 2018-XX-XXXX

Good Faith Effort Form– Page 3 of 4



GOOD FAITH EFFORT

AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT/AGREEMENT.

NAME OF AUTHORIZED
OFFICIAL: _____

TITLE: _____

SIGNATURE : _____ DATE: _____

FOR USE ONLY BY THE OFFICE OF SMALL BUSINESS ENTERPRISE

GOOD FAITH EFFORT RECOMMENDATION:

APPROVED: _____ NOT APPROVED: _____ DATE: _____

SBE
DIRECTOR: _____



SMALL BUSINESS THRESHOLD
AFFIDAVIT

Name of Contractor: _____

Principal Place of Business (address): _____

Project Name & Number: _____

Tax ID Number (if applicable): _____

I _____ am the majority owner (51%) of the Contractor listed above and own _____ percent of _____.

I hereby certify that my firm/company's gross revenues and/or number of employees averaged over the past three years are equal to or below 20% of the Small Business Administrations (SBA) standards, in accordance with 13 CFR 121 et. al.¹ and Dallas County's Small Business Enterprise Program.

The number of employees employed during the previous three (3) years are as follows:

Employee Workplace Demographics by year	Full Time	Part Time	Contract
20			
20			
20			

I also hereby certify that my personal net worth ("PNW") does not exceed \$3.2 million (excluding primary personal residence² and ownership interest in business), including any assets held on my behalf by any person or entity domestically or internationally. I also certify that I have not transferred ownership of assets for the purpose of qualifying as an SBE.

I understand and acknowledge that the County reserves the right to conduct an investigation and request additional information regarding the representations herein. I agree to allow a County representative to perform an onsite audit of my firm/company's tax returns for the past three years, upon request, , including information from third parties (e.g., accountant, IRS), to confirm my gross revenues, number of employees, or PNW, including federal tax return (including schedules), W2s, and other relevant documentation.

¹ See, generally, 13 CFR § 121 et. al, including 13 CFR § 121.201 and 13 CFR § 121.104.

² Note: Portions of equity in your primary residence attributable to excessive withdrawals from the participating SBE firm/company is not excluded.

PROPOSAL IFB No. 2018-XX-XXXX

I, _____, hereby certify, under penalty of perjury, that the above-stated facts are true and correct and understand that any misrepresentations may be grounds for initiating action under federal or state law, including state law concerning false statements in a government document.

Signature

Date

Title

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, A NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT AND, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN CONTAINED ARE TRUE AND CORRECT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

(PERSONALIZED SEAL)

NOTARY PUBLIC'S SIGNATURE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

PROPOSAL IFB No. 201X-XX-XXXX

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. Contractor must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and Dallas County.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
This is a sample form for illustration purposes only. DO NOT FILL OUT THIS SAMPLE FORM. Form 1295 MUST BE FILED ELECTRONICALLY! Paper copies and PDF copies of this sample form are not accepted. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm			
5 Check only if there is NO interested Party. <div style="float: right;"> <input type="checkbox"/> </div>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____, _____, _____, _____, _____. <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> (street) (city) (state) (zip code) (country) </div> I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="display: flex; justify-content: flex-end; font-size: 0.8em;"> (month) (year) </div>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form W-9
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See the instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 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. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-			-						

OR

Employer identification number

-									

Part II Certification

Under penalties of perjury, I certify that:

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

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 for Part II, later.

Sign Here

Signature of U.S. person ► _____

Date ► _____

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Carl No. 10291X

Form **W-9** (Rev. 11-2017)

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By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8232 (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 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, give the requester the appropriate completed Form W-8 or Form 8232.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant. Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(b)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-8. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 402(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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 564(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 6 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 409(b) plan or section 457(g) plan

Notes: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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.

Notes: See *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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.

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

Caution: A disregarded U.S. 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, 4, or 6 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 6 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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 ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1069 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or priority that receives agricultural program payments)	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1069 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii) (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, earlier*.

Note: The 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, 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 14089.

For more information, see Pub. 5027, *Identity Theft Information for Taxpayers*.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4388). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft 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. commonwealths and 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.

PROPOSAL IFB No. 201X-XX-XXXX**VENDOR/BIDDER PROFILE SHEET**

Complete Vendor/Bidder Name		
Vendor/Bidder Address		
Contact Person's Name		Telephone Number(s)
Contact Email Address:		Company Website Address:
Texas Secretary of State (SOS) File Number:	Effective Texas Secretary of State (SOS) Registration Date:	State of Formation:
Federal Tax ID Number (EIN)/SSN:		
Data Universal Number System (DUNS Number):		
Commercial and Government Entity (CAGE) Code:		
Type of Business:		
Years in Business:		
Year Established:		
Number of Employees:		
Business Structure: Check all that apply. <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other – Please Specify		
Business Ownership: Check only if it applies. <input type="checkbox"/> Asian <input type="checkbox"/> Black/African American <input type="checkbox"/> American Indian/Alaska Native <input type="checkbox"/> Caucasian/White <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Other – Please Specify Check Appropriate Gender: <input type="checkbox"/> Female <input type="checkbox"/> Male		