



Collin County, TX

REQUEST FOR PROPOSAL

2025-182

DIGITAL IMAGING

RELEASE DATE: July 29, 2025

RESPONSE DEADLINE: August 28, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

A - Attachment A-sample scope of work PDF

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1. INTRODUCTION

1.1. SUMMARY

The goal of this multi-year project is to convert the paper documents to digital storage in accordance with Texas Local Government Code, Chapters 201-205 and the Texas Administrative Code, chapter 7, §§ 7.71-7.9. Collin County's goal is to create a digital electronic warehouse for county records that will provide both long term preservation and greater public access to the current and historical records of the County.

1.2. TIMELINE

RFP Released:	July 29, 2025
Mandatory Pre-Proposal Meeting (1st Opportunity) (Mandatory):	August 12, 2025, 2:00pm Collin County Records Department, 825 N. McDonald, Suite 100, McKinney, TX 75069
Mandatory Pre-Proposal Meeting (2nd Opportunity) (Mandatory):	August 14, 2025, 10:00am Collin County Records Department, 825 N. McDonald, Suite 100, McKinney, TX 75069
Deadline for Submission of Questions:	August 18, 2025, 5:00pm
Response Submission Deadline:	August 28, 2025, 2:00pm

2. PURPOSE/SCOPE OF WORK

2.1. PROJECT OVERVIEW

The goal of this multi-year project is to convert the paper documents to digital storage in accordance with Texas Local Government Code, Chapters 201-205 and the Texas Administrative Code, chapter 7, §§ 7.71-7.9. Collin County's goal is to create a digital electronic warehouse for county records that will provide both long term preservation and greater public access to the current and historical records of the County.

Records to be considered as part of this effort include but are not limited to:

- Records with permanent retention periods as per Texas State Library & Archives local government retention schedules.
- Records with long term retention – at least 10 years.
- Records with high volume usage and/or records where the ability to share documents among departments is critical.
- Records with retention periods of 5+ years that the volume of the documents is best managed in an electronic format.
- Records with a high visibility for public access.

Collin County IT/Records department will be converting approximately six (6) million Pages of paper records over the life of the contract. Most records are contained within 1.2 cu. ft. standard records center boxes. These Images are to be imported into our enterprise electronic document/content management system (Laserfiche) with the indexing information auto-populating the template fields. These boxes include documents from various departments but the majority of the contract will be focused on the District Attorney project. Approximately 90% of these Pages are single sided, letter size documents. Paper size varies from small receipts or post it notes to drawings up to 17" x 23". Since the actual number of Pages/Images varies within each box, Records is using an average of 2000 Pages/Images per box to arrive at the above total.

2.2. DEFINITIONS

- **Records Series** - the folder structure that identifies the type of record to which retention is applied.
- **Image/Page** - an individual Page when scanned becomes a single Image.
- **Document** - a file or group of Pages that form a single set of similar Pages within a record. For example motions within a case file; Inspections within a permit file. All records do not have separate documents within them (for example Accounts Payable check copies/backup contains multiple Pages that make up the single record for that check number).

- **Record** - Complete group of Pages and/or documents that make up the unique file that is processed and indexed as a single entity.
- **Metadata/Indexing** - data about the record that becomes the source for identifying the record and its contents. This is to be furnished to Collin County in a format easily imported into our SQL database. The intent of these index fields is to auto-populate the template fields in Laserfiche.
- **Validation**- process of testing and checking the accuracy of the work performed. Several Validation steps are included in this process. Such as proof of concept test/sample, Vendor to perform complete quality control Image and indexing review, and Collin County review.
- **Proof of Concept Test** - After the Scope of Work document is approved, a small sample (normally less than one box equivalent) of the records series will be processed by the Vendor and returned to Collin County records for Validation and user testing by the department. Changes, issues to the Scope of Work document will be made at this time on an as needed basis.
- **Scope of Work Document** - detailed document to be prepared describing the project description, number of boxes, estimated number of Pages, scanning requirements, indexing requirements, specialized document preparation requirements, after-scanning document handling requirements, data output, and Records department staff contacts for each departmental records series to be included in this project. This scope of work shall be approved by the department's elected official/department head, Collin County records manager, and Vendor prior to starting the specific phase of the project.
- **RMS (Records Management System)** - internal name given to Collin County's enterprise electronic document management system
- **Non Scan Items** – represents any item contained in the boxes that cannot be or designated not to be scanned in scope of work (examples could be VHS tapes, CD, lighter, plastic bag etc.)
- **Box** – anticipated to contain approximately 2,000 scan pages.

2.3. GENERAL REQUIREMENTS

- Delivery of the Images and indexing shall be by Secured Encrypted FTP or other electronic delivery method such as hard drive or thumb drives. Laserfiche Briefcase is preferred.
- Vendor validated output (both Images and metadata) will be submitted to Collin County records on a mutually agreed date based upon the assigned project. The paper documents will be returned to Collin County within three (3) business days of the electronic data. Refer to Attachment E for example of summary log information.

- A list of all non-scan items removed from the various boxes for the project shall be created and provided along with the separated items which need to be pulled and put into new boxes to be returned to Collin County. A copy of the list of these items shall be included in each newly created box. The list shall include case number, name and a description of the item. Refer to Attachment D for Non Scan Item Example. Note: it is possible that in some instances media types, such as compact discs, thumb drives etc. will be identified in scope of work to be converted electronically as well.
- County records shall be available during normal business hours, 9:00 AM to 5:00 PM CST. If requested, same day turnaround time of electronic records shall be provided.
- Compliance with State of Texas requirements: Bidder shall comply with electronic standards and procedures in Texas Administrative Code, Title 13, Chapter 7 and Local Government Code, Chapter 205 and Local Government Bulletin C. These requirements can be obtained from the Texas State Library & Archives Commissions at <http://www.tsl.state.tx.us/slrn/recordspubs/lo1.pdf>.

2.4. COLLIN COUNTY RESPONSIBILITIES

1. Identify records series to be processed and estimate volumes.
2. Provide unassembled boxes to be used for new non-scan items being pulled from original boxes.
3. Provide industrial rubber bands to be placed on boxes to attach lids during transport if needed.
4. A draft scope of work will be reviewed and approved by the Record Manager (Refer to Attachment A for example)
5. Create indexing and template information needed
6. Identify and remove boxes from shelves to be sent and provide a verification form to be signed by Vendor when boxes are picked up. Refer to **Attachment C1** for Verification and Chain of Custody form for receipt of boxes.
7. IT/Records Department will serve as contact for retrieval of needed documents
8. Validate that the imported numbers provided in the output logs provided by the vendor match the numbers after importing is completed.
9. Perform 10% QC and provide feedback within 14 business days of receipt of data and boxes of any issues found including examples.

2.5. CONTRACTOR RESPONSIBILITIES

Contractor responsibilities shall include, but are not necessarily limited to:

1. Pick-up boxes from Collin County on a mutually agreed date based upon the assigned project and acknowledge receipt of scope of work for the record series provided.

2. Sign Verification Form verifying list of boxes before they leave the County. Refer to **Attachment C 2** for Verification form for receipt of boxes and Chain of Custody form to be returned to the County along with boxes.
3. Supply Proof of Concept results at start of records series
4. Provide Collin County Records with a progress report within ten (10) business days
5. Once Proof of Concept is approved, prepare the documents for scanning, scan documents, index (create the Metadata) and validate work
6. If a Page is found to be a poor quality original, insert a Page that reflects this issue (See attachment B for example). If more than 5 Pages throughout the file are poor quality originals, a Page may be inserted into the front of the first Page scanned that states that there are multiple poor quality originals within the file and that best scanning practices are being used.
7. Due to the nature of some of the case files being converted to electronic documents, in the event that any photos that could contain Images considered to be child pornography are found in physical files, they are NOT to be scanned into the files. These would be considered as non-scan items, documented separately and Vendor would need to notify IT/Records.
8. Return electronic files containing the Images and the Metadata, output logs as well as the paper boxes to Collin County IT/Records Department. Minimum of 100 boxes per month to be completed and data and boxes must be received within 3 business days of each other if not at same time.
9. Return chain of custody and any non-scan items list if applicable to Collin County IT/Records Department. Refer to **Attachment D** for Non Scan Items example document. These must be returned along with the original boxes in that same phase.
10. Documents shall be kept in order, placed back into file folders and returned to box in order. No need to re-staple or clip documents.
11. All Quality Control procedures provided shall be followed for every project. All documents shall be placed back in order into the box when returning to the County. If any quality issues are discovered by Collin County, Vendor shall pick up boxes and correct them at Vendor's cost. These corrections shall be completed before next phase of work is submitted.
12. If a document or record is needed, the Vendor shall supply an electronic copy within one (1) business day. If classified urgent, scanned data shall be available electronically within 4 hours of notification via secured FTP site.
13. Document all questions or clarification needs in writing to Collin County Records Department. Verbal questions are acceptable only when they are followed up in writing.

14. All boxes lids must be either double rubber banded to the boxes during transport or shrink wrapped to ensure they are secure during transit. If needed, industrial rubber bands to be provided to vendor by Collin County.

2.6. QUALITY ASSURANCE PLAN

Vendor shall provide Quality Assurance Plan that includes Chain of Custody document verifying completion of all quality control procedures for each project shall be provided along with output logs and Images. This document shall include notations that the number of Pages received physically by Vendor from Collin County matches the number of Images provided electronically to Collin County. This document shall be signed and dated and provided with each batch. Refer to **Attachment E** for Summary Log Example and **Attachment F** for Verification Log Example.

2.7. STATEMENT OF WORK

1. Prior to initiating any records series scanning, a detailed scope of work specific to that records series will be approved by the Collin County's records manager, and the awarded Vendor. Refer to **Attachment A** to see a sample scope of work.
2. Estimated quantities are provided for each departmental records series in § 2.9. Approximate usage does not constitute an order, but only implies the probable quantity the County will scan. Records series will be prioritized and ordered on an agreed upon schedule.
3. Metadata required varies with each records series. Field name, size, special formatting, etc. will be agreed upon prior to starting a specific records series and identified in the Record Series scope of work. Once approved in the records series scope of work, these requirements cannot be changed without approval from Collin County's records manager.
4. A "proof of concept" or sample will be completed at the beginning of a records series project and no additional scanning will be authorized until the Collin County Record Manager or their representative approves the final output. IT/Records will be responsible for importing the Images and metadata from this test into Laserfiche for user acceptance testing.
5. Completed Images and metadata will be imported into the County's enterprise electronic records management system, Laserfiche. The Records and Metadata will be imported into Laserfiche 11 (or any upgrade implemented by project start) using SQL for the database. Documents shall be scanned at 300 dpi black and white (b/w) into a multi-page tiff format. Exceptions to the 300 dpi b/w requirement will be detailed in the records series scope of work. Indexing (metadata) will be quoted on a per document basis using the following averages for each records series:
 - i. Number of Fields: 3
 - ii. Average size/number of keystrokes per field: 50

- iii. Name, Case number, Offense
- iv. If grayscale, color, or preservation quality (600dpi) Images are required, this will be detailed in the records series scope of work.

2.8. PROJECTS

The following specifications apply to all projects:

1. The majority of pages are to be scanned at 300dpi black and white. Color or grayscale shall be used in certain instances where necessary to ensure the scanned image is clearly represented and maintains the integrity of the original document. If an original page or picture is in color, then color shall be used. If an original page is in black and white or grayscale, then black and white could be used unless settings require grayscale. The scanned images are required to be of equal quality as the original documents found in the files.
2. If the original document is of poor quality, a page stating “poor quality original, best practice used” shall be inserted along with this image so that it is known that it was not a scanning error and that best scanned image was provided. If more than five individual instances occur of poor quality originals within a file folder, then a single page shall be inserted into the front of the file (after the file folder) that states “multiple poor-quality originals, best practice used.” Please note: this shall only be used if the originals are poor quality and without this statement, it will appear to be a scanning error. (examples: paper is very dark, page was copied with post it on top of it, page had dark line down the middle, blurry image etc.).
3. All “Post It’s” or “sticky notes” shall be removed from the page prior to scanning and placed on a blank page immediately following the location of the page it was taken from. Do not overlap the “Post It’s” or “Sticky Notes”.
4. All media (CD, DVD’s, thumb drives etc.) shall be pulled and treated as physical holdouts with content lists created accordingly. The holdout content list shall include the name/case number/description. All holdout media found inside a case folder shall be placed into an envelope or plastic bag (or can be kept in original envelope if applicable) and clearly labeled as to which file folder it came from. If there are multiple file folders inside a brown accordion file folder, these are related cases, and all media found within this brown folder shall be all bagged together and clearly labeled. Note: When pulling media, the original assembly and order of the pages / media shall be preserved. The contractor is the last to know exactly where it was located and what file(s) it came from. It is extremely important to ensure this information is tracked correctly. If a holdout is created from a file, a page stating “holdout media found in file” shall be scanned into the front of the file. This page shall be typed instead of handwritten so that it is OCR/searchable. The Contractor shall inform the County there is a holdout created from this file and now in another holdout box. *Please note if a holdout is found in a box that does not have a*

file folder due to being part of a multi box set of case file(s) etc., the Contractor shall insert this “holdout media found in file” page as page 1 of the scanning of that particular box.

5. All holdout boxes shall be filled only halfway to ensure the boxes are not too heavy and to allow for County staff to search through them when needed. Upon request, unassembled boxes can be provided to the Contractor as requested for this purpose.
6. Electronic images shall be provided by Phase number assigned and separated by year and delivered along with index information utilizing Laserfiche Briefcase or approved secured encrypted FTP.
7. All boxes picked up and returned to the County are required to be secured with large rubber bands for transport. Each box shall be secured with two (2) large rubber bands, crisscrossed to secured the box lid(s). Collin County shall provide the large rubber bands to the Contractor.
8. Any discrepancies noted during the verification of the files received in the boxes shall be documented and County staff notified within 72 hours of receipt.
9. All boxes shall be reassembled as originally received. Pages are not required to be re-stapled or placed into binders once removed, however, page order and file order shall be maintained throughout. Every effort shall be made to scan original documents, but in the event that a copy is having to be made prior to scanning, the photocopy made shall be placed in its original location within the file and the original document placed in the back of the applicable file folder.
10. Unless other arrangements are agreed upon, the vendor shall pick up once per month and return the previously completed phase at that time. Quantity to be determined based on pricing and budget allowance. Estimated amount to be 350 to 400 boxes annually.

2.9. PROJECT DETAILS

Department	Record Series	Approx. # Boxes	Approx. # Pages	Paper / Record Size
District Attorney	Case Files	1700	3,400,000	Standard, 8.5" x 11" (also will contain small pages such as post its, receipts, etc. and envelopes) May contain occasional larger size of paper.

Oversized Documents	Maps & Drawings	14	14,000	Maps & drawings which can be up to 17" x 23"
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2.10. DISTRICT ATTORNEY PROJECTS

This will be the main project to be completed each year of the contract. Expected to be approximately 800 boxes annually. Other listed projects above would follow upon completion of this one.

Additional project details pertaining to the District Attorney records:

1. Any sticky tabs found on the ends of files with nothing written on them are not required to be scanned for this project.
2. When a case number is not found, the Contractor shall use the control number (if provided). Please note when pulling media, that in many instances, the media may only show the control number, however, the case number is found on the case file itself that the media is being pulled from. The County expects the case number to be used on the holdout content list if possible, please make sure to notate this case number on the media at the time you are pulling it from the file. If for some reason a case number is not found, then the control number can be used for that particular case.
3. Any sealed document labeled as "Evidence" or states some variation of a statement implying "do not open", shall be treated as a holdout and NOT scanned with the following exception of Victim Impact Statements.
4. Victim Impact Statement envelopes found in files, regardless of if they state to not open, shall be opened and scanned along with the files.
5. All other unopened documents found in the files shall be opened and scanned. If any questions on a particular scenario are found, please contact the County and request clarification prior to opening and scanning.
6. If during prep phase of files, photocopies of any sensitive material are found in the files, Contractor shall pull these and treat them as holdouts. These are not expected, but in the event they are found, please follow this procedure. Please note, by sensitive material, this would only pertain to anything that would be in a Juvenile file that would be considered child pornography if scanned/uploaded.
7. MEASUREMENTS: Measurements for the average Page size are as follows: 8.5" x 11"
8. SETTINGS: Scanners shall be set on duplex to capture front and back Images. Default setting is b/w @ 300dpi. Some lightly hand written or darker black and white Images may require grayscale setting. Color shall ONLY be used for ALL photos, copies or printed photos and any other color document in the files that would be necessary to maintain the integrity of the document. Blank Pages shall be removed where applicable.

9. PROJECT SIZE: Approx. 1700 Boxes

10. INDEXING:

- i. There will be 3 indexed fields provided for this project; this will allow IT/Records to upload the data into the system.
 - a. Field 1 - Last name, first name
 - b. Field 2 – Case Number
 - c. Field 3 – Offense

11. PICK UP REQUIREMENTS: For this particular project, there will be a minimum once a month pick up on a mutually agreed date.

12. DELIVERY REQUIREMENTS: For this particular project, Preferred Delivery will be every 4 weeks or on a mutually agreed date. Vendor will be required to return documents in portions as completed.

2.11. ADDITIONAL INFORMATION

- Project benchmarks will be agreed upon prior to the start of any project.
- Invoices are to be submitted to the Collin County Records Manager for approval once per month. Once data and boxes as well as required documentation are received and 10% blind quality control check is verified, invoice will be sent to the County Auditor for payment.
- Collin County shall not require CJIS and/or Texas Department of Public Safety (DPS) Certifications when handling District Attorney Projects. However, all CJIS and Texas DPS rules and regulations shall be followed.
- Geographic restrictions shall not apply to this contract. However, all minimum requirements must be met.

3. SPECIAL CONDITIONS

3.1. AUTHORIZATION

By order of the Commissioners Court of Collin County, Texas sealed proposals will be received for **2025-182 Digital Imaging**.

3.2. INTENT OF REQUEST FOR PROPOSAL

Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide contractors with sufficient information to prepare a proposal which will include services to convert paper documents to digital Images for electronic storage.

3.3. TERM

Provide for a one (1) year term commencing on the date of award with the option of four (4) one (1) year renewals.

3.4. TRANSITIONAL PERIOD

Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

3.5. PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be conducted by Collin County on Tuesday, August 12, 2025 at 2:00 pm and Thursday, August 14, 2025 at 10:00 am at the Collin County Records Department, 825 N. McDonald, Suite 100, McKinney, TX 75069. It is the contractor's responsibility to review the site and documents to gain a full understanding of the requirements of the RFP. All contractors desiring to submit a proposal are encouraged to have a representative at one of the two mandatory pre-proposal conferences.

3.6. POINT OF CONTACT

Information regarding the purchasing process and the contents of this RFP may be obtained from the Collin County Department or email Hunter Alley, Senior Buyer at halley@co.collin.tx.us.

3.7. FUNDING

Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

3.8. PRICE REDUCTION

If during the life of the contract, the offeror's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.

3.9. PRICE REDETERMINATION

A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month and forty-eight (48) month anniversary date of the contract. Any request for redetermination will require a minimum of thirty (30) days written notice, prior to the date of the increase and all requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The Vendor's past experience of honoring contracts at the quotation price will be an important consideration in the evaluation of the lowest and best quote. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

3.10. COMPLETION/RESPONSE TIME

Contractor shall place product(s) and/or complete services at the County's designated location within the number of calendar days according to the schedule proposed by contractor

3.11. DELIVERY/SETUP/INSTALLATION LOCATION

Locations for delivery and installation will be stated on the Collin County Purchase Order(s). Delivery shall include assembly, setup and installation and shall be included in proposal. Below is the address for work to be completed.

Collin County Records Department, 825 N. McDonald, Suite 100, McKinney, TX 75069

3.12. FREIGHT/DELIVERY CHARGES:

Any freight or delivery charges shall be included in the submitted pricing. No additional fees for delivery/freight/fuel surcharges or other fees shall be invoiced or paid by Collin County.

3.13. TESTING

Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County.

3.14. SAMPLES/DEMOS

When requested, samples/demos shall be furnished free of expense to Collin County.

3.15. EQUIVALENT MODEL SUBSTITUTION

If in these specifications, Collin County requests pricing for specific models listed in the line items and should the manufacturer discontinue or add a model during the term of the contract or any renewal periods, Vendor will keep the awarded price for the replacement model.

3.16. APPROXIMATE VALUE/USAGE

Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Estimated expenditure is one hundred thousand dollars (\$100,000).

3.17. BACKGROUND CHECK

All Contractor employees that will be working on site or by Remote Access shall pass a background check performed by Collin County before any work may be performed. The selected contractor shall be provided the required information for background checks.

3.18. SUBCONTRACTORS

Contractor shall state names of all subcontractors and the type of work they will be performing. If a contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No proposer whose proposal is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.

The successful proposer further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful proposer's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

3.19. QUALITY ASSURANCE

If the County deems the finished product unacceptable, the Contractor shall remedy or redo any such service(s) in a timely manner without cost to the County. Contractor shall refer to **Exhibit G: Acceptable & Unacceptable Work Products** to determine the County's quality expectations. Note: Poor quality originals shall be handled per [PURPOSE/SCOPE OF WORK](#). Missing original documents and / or items are not acceptable, unless the originals are identified as hold-outs (per the specifications).

3.20. CONFIDENTIAL OR PROPRIETARY INFORMATION

Collin County is subject to the Texas "Public Information Act", Texas Government Code Chapter 552. Contractors shall identify those portions of their proposals that they deem to be confidential, proprietary information or trade secrets. Contractors shall clearly indicate each and every section to which this applies. It

is not sufficient to preface the entire proposal with a proprietary statement. State of Texas Attorney General retains the final authority as to the extent of material that is considered proprietary or confidential.

3.21. PROPOSAL SCHEDULE

Collin County reserves the right to change the schedule of events as it deems necessary.

RFP Released:	July 29, 2025
Mandatory Pre-Proposal Meeting (1st Opportunity) (Mandatory):	August 12, 2025, 2:00pm Collin County Records Department, 825 N. McDonald, Suite 100, McKinney, TX 75069
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Deadline for Submission of Questions:	August 18, 2025, 5:00pm
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4. INSURANCE REQUIREMENTS

1. Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

1. **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

Each Occurrence	\$1,000,000
Personal Injury &Adv Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

2. **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

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

- iii. **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

Combined Single Limit - Each Accident	\$1,000,000
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- iv. **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

Each Occurrence/Aggregate	n/a
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- v. **Umbrella/Excess Liability** insurance

Each Occurrence/Aggregate	\$1,000,000
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2. With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
 - i. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

- ii. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - iv. All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
 - v. All copies of Certificates of Insurance shall reference the project/contract number.
3. All insurance shall be purchased from an insurance company that meets the following requirements:
- i. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
4. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
- i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - ii. Sets forth the notice of cancellation or termination to Collin County.

5. EVALUATION

The award of the contract shall be made to the responsible contractor, whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request for Proposals in accordance with Texas Local Government 262.030.

The Evaluation Committee will review all proposals received by the Opening date and time as part of a documented evaluation process. For each decision point in the process, the County will evaluate contractors according to specific criteria and will elevate a certain number of contractors to compete against each other. The proposals will be evaluated on the following criteria.

The County will use a competitive process based upon “selection levels.” The County recognizes that if a contractor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining contractors or to elevate a contractor that was not elevated before. The selection levels are described in the following sections.

Compliance Review Phase - Conformance with Mandatory Requirements (Pass/Fail)

The first part of the elevation process (the Compliance Review Phase) is to validate the completeness of the proposal and ensure that all the RFP guidelines and submittal requirements are met. Contractors may, at the discretion of the County, be contacted to submit clarifications or provide additional information. Once request has been made, contractors will have two (2) business days to respond. Incomplete or noncompliant RFPs may be disqualified.

Level 1 – Detailed Proposal Assessment (Maximum 125 Points)

The Evaluation Committee will conduct a detailed assessment of all proposals elevated to this Level. See Level 1 below for criteria. It is anticipated that Collin County will elevate proposals scoring at least 87.5 points (70%) to Level 2.

Level 2 – Demonstration of Solution (optional) & References (Maximum 50 Points)

The County will contact the references. These references will be asked a series of questions regarding their satisfaction with the solution and the performance of the implementation supplier. Offeror will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 1.

Level 3 – Best And Final Offer

Contractors who are susceptible of receiving award may be elevated to Level 3 for Best and Final Offer. Contractor will be asked to respond in writing to issues and questions raised by the County as well as any other cost and implementation planning considerations in the proposal, and may be invited to present their responses on-site. Proposals may be re-evaluated based upon Criteria in level 1 and 2.

Based on the result of the Best and Final Offer evaluation, a single contractor will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the

County, it reserves the right to contact any of the other contractors that have submitted proposals and enter into negotiations with them.

LEVEL 1 - Detailed Proposal Assessment

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Fit to General Requirements	Points Based	25 <i>(20% of Total)</i>
2.	Firm Overview, Staff Qualifications / Experience / Credentials & Additional Information	Points Based	25 <i>(20% of Total)</i>
3.	Quality Assurance Plan	Points Based	25 <i>(20% of Total)</i>
4.	Cost: District Attorney Projects	Reward Low Cost	30 <i>(24% of Total)</i>
5.	Cost: Oversize / Other Documents	Reward Low Cost	20 <i>(16% of Total)</i>

LEVEL 2 - References

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	References	Points Based	30 <i>(60% of Total)</i>
2.	Demonstration of Solution (optional) or References	Points Based	20 <i>(40% of Total)</i>

6. GENERAL INSTRUCTIONS

6.1. DEFINITIONS

1. Offeror: refers to submitter.
2. Vendor/Contractor/Provider: refers to a Successful Vendor/Contractor/Service Provider.
3. Submittal: refers to those documents required to be submitted to Collin County, by an Offeror.
4. RFP: refers to Request for Proposal.
5. CSP: refers to Competitive Sealed Proposal

6.2. GENERAL INSTRUCTIONS

1. If Offeror does not wish to submit an offer at this time, please submit a No Proposal response.
2. Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
4. Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your Submittal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
5. A Submittal may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.
6. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Proposals/Submittals for any or all products and/or services covered in a Request For Proposal (RFP) and Competitive Sealed Proposal (CSP), and to waive informalities or defects in Submittals or to accept such Submittals as it shall deem to be in the best interest of Collin County.
7. All RFPs and CSPs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the RFP/CSP number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.
8. Submittals via email, oral, telegraphic or telephonic will not be accepted. RFPs and CSPs may be submitted in electronic format via [Collin County eProcurement Portal](#).

9. All RFPs and CSPs submitted electronically via [Collin County eProcurement Portal](#). shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the RFP and/or CSP.
10. Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all RFPs and CSPs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of “plug and play” portable storage device will be accepted as a Submittal. RFPs, and CSPs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.
11. For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the RFP/CSP, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.
12. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
13. Any interpretations, corrections and/or changes to a RFP or CSP and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via [Collin County eProcurement Portal](#).
 - i. Addenda will be transmitted to all that are known to have received a copy of the RFP/CSP and related Specifications. However, it shall be the sole responsibility of the Proposer to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. <https://procurement.opengov.com/portal/collincountytx> telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror’s receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.
14. All materials and services shall be subject to Collin County approval.
15. Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.
16. Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
17. Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFP/CSP or by

attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

18. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:

- i. have adequate financial resources, or the ability to obtain such resources as required;
- ii. be able to comply with the required or proposed delivery/completion schedule;
- iii. have a satisfactory record of performance;
- iv. have a satisfactory record of integrity and ethics;
- v. be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

19. Vendor shall bear any/all costs associated with its preparation of a RFP/CSP Submittal.

20. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective Offerors during the solicitation process is subject to release under the Act.

21. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

22. Interlocal Agreement: Successful Offeror agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

23. Proposal Openings: All proposals submitted will be read at the County's regularly scheduled proposal opening for the designated project. However, the reading of a proposal at proposal opening should be not construed as a comment on the responsiveness of such proposal or as any indication that the County accepts such proposal as responsive.

The County will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Offeror upon award of the contract and, according to state law; all proposals received will be available for inspection at that time.

24. Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

7. TERMS OF CONTRACT

1. A proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment.
2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
4. The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
6. Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
7. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
8. Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
9. Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including

attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

10. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
11. If a contract, resulting from a Collin County RFP/CSP is for the execution of a public work, the following shall apply:
 - i. In accordance with Government Code 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
 - ii. In accordance with Government Code 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
12. Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
13. The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
14. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
15. All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the proposal price. All components required to render the item complete, installed

and operational shall be included in the total proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

16. Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
17. The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
18. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - i. Collin County Purchase Order Number;
 - ii. Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - iii. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
20. All warranties shall be stated as required in the Uniform Commercial Code.
21. The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
22. The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
23. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
24. The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
25. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

26. Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
27. The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
28. Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
29. Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the Collin County Purchasing Department within five (5) working days.
30. Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
31. Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
32. Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Offeror certifies that at the time of submission, he/she is not on the Federal

Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of proposal submission and time of award, the Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

33. Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

34. Delays and Extensions of Time when applicable:

- i. If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect/Engineer may determine.
- ii. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

35. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the

7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

36. Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
37. Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.
38. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual RFP/CSP Solicitation documents as Special Terms, Conditions and Specifications.

8. PRICING PROPOSAL

DISTRICT ATTORNEY PROJECT:

Provide not to exceed cost based on details including a breakdown by item to render project complete and operational. The total calculated below will be lump-sum evaluated.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Cost per page for scanning at 300 dpi b/w	1,600,000	Page			
2	Cost per hour for document preparation	3,200	Hour			
3	Cost per page for scanning in greyscale	160,000	Page			
4	Cost per page for scanning at 300 dpi color	160,000	Page			
5	Cost per page for scanning at 600 dpi color	100	Page			
6	Cost per page for scanning pages larger than 8.5 x 14	100	Page			
7	Cost per document index field	18,400	Each			
8	State price for Laserfiche Brief Case preferred option of delivery	1,600,000	Each			
9	State price for FTP delivery of images and indexing	1,600,000	Each			
10	Cost per page for contractor validation	1,600,000	Each			
TOTAL						

OVERSIZED DOCUMENTS:

Provide not to exceed cost based upon details including a breakdown by item to render project complete and operational. The total calculated below will be lump-sum evaluated.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	Cost per page for scanning at 300 dpi b/w	267,840	Page		
12	Cost per hour for document preparation	576	Hour		
13	Cost per page for scanning in greyscale	14,400	Page		
14	Cost per page for scanning pages larger than 8.5 x 14	8,640	Page		
15	Cost per document index field	3,312	Each		
16	State price for Laserfiche Brief Case preferred option of delivery	288,000	Each		
17	State price for FTP delivery of images and indexing	288,000	Each		
18	Cost per page for contractor validation	288,000	Page		
TOTAL					

9. PROPOSAL FORMAT / VENDOR RESPONSE

In accordance with the directions below, contractor shall provide a response for each item in this section in order and include item numbers in response. Answer all questions fully, clearly, and concisely, giving complete information. Do not skip items. Do not refer to other parts of your proposal for the answers. You may not modify either the order or language of the question. If an item is “not applicable” or “exception taken”, contractor shall state that and refer to Section: Exceptions, with explanation.

Contractor shall adhere to the instructions in this request for proposals on preparing and submitting the proposal. If contractor does not follow instructions regarding proposal format, points will be deducted during the evaluation process.

1. Proposals may be submitted online via <https://procurement.opengov.com/portal/collincountytx/projects/81845>. Electronic submissions are preferred.
2. If submitting manually, proposal shall be submitted in a sealed envelope or box with RFP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

If submitting manually, to achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum include a Table of Contents detailing sections and corresponding page numbers.

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.

It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Proposal shall include but not be limited to information on each of the following, and should be formatted in the same order as the following:

1. Proposal Overview Confirmation*

Please confirm Proposer has read, understands, and agrees to the County's requested submission instructions

☐ Please confirm

*Response required

2. GENERAL REQUIREMENTS

2.1. *Describe how your company will provide Images to Collin County.**

Delivery of the Images and indexing shall be by Secured Encrypted FTP or other electronic delivery method such as hard drive or thumb drives. Laserfiche Briefcase is preferred.

*Response required

2.2. *Please confirm understanding and a business plan to execute County's required validated output**

Vendor validated output (both Images and metadata) will be submitted to Collin County records on a mutually agreed date based upon the assigned project. The paper documents will be returned to Collin County within three (3) business days of the electronic data. Refer to Attachment E for example of summary log information.

☐ Please confirm

*Response required

2.3. *Please describe your company's process and approach to the handling, and documentation non-scan items and dissemination of such to the County.**

A list of all non-scan items removed from the various boxes for the project shall be created and provided along with the separated items which need to be pulled and put into new boxes to be returned to Collin County. A copy of the list of these items shall be included in each newly created box. The list shall include case number, name and a description of the item. Refer to Attachment D for Non Scan Item Example. Note: it is possible that in some instances media types, such as compact discs, thumb drives etc. will be identified in scope of work to be converted electronically as well.

*Response required

2.4. *Please confirm ability to comply with County's business hours and required turnaround times**

County records shall be available during normal business hours, 9:00 AM to 5:00 PM CST. If requested, same day turnaround time of electronic records shall be provided.

☐ Please confirm

*Response required

2.5. *How does your company comply with electronic standards and procedures in Texas Administrative Code, Title 13, Chapter 7 and Local Government Code, Chapter 205 and Local Government Bulletin C.?**

*Response required

3. FIRM OVERVIEW

Offeror shall define the overall structure of the Firm to include the following:

3.1. *Provide a descriptive background of your company's history.**

*Response required

3.2. *State your principal business location and any other service locations.**

*Response required

3.3. *What is your primary line of business?**

*Response required

3.4. *How long have you been selling product(s) and/or providing service(s)?**

*Response required

4. STAFF QUALIFICATIONS / EXPERIENCE / CREDENTIALS & ADDITIONAL INFORMATION

4.1. *Please provide qualifications as well as experience information on Offeror's key personnel that will be assigned to this project.**

*Response required

4.2. *How does your company handle historical documents?**

*Response required

4.3. *Does your company have a Certified Document Imaging Architect (CDIA+)?**

*Response required

4.4. *Additional Information*

If you have additional credentials or information that would be relevant to the evaluation of this project, you may share it here. This is not required.

Maximum response length: 2500 characters

5. QUALITY ASSURANCE PLAN

5.1. *Please provide Quality Assurance Plan that includes Chain of Custody document.**

*Response required

6. PRICING / FEES

All pricing / fees shall be provided within Collin County OpenGov, section 7 tables one (1) District Attorney Project and two (2) Oversize Documents. The sum for the each table or "project" will be calculated and evaluated as such.

7. EXCEPTIONS

7.1. *Exceptions**

Please acknowledge the County requirements outlined in §1 Purpose / Scope of Work, §2 Special Conditions, and §6 Terms of Contract.

After reviewing and acknowledging these requirements, please complete the attached worksheet if you are listing any exceptions to the information requested in the Request for Proposal for County consideration. Additional pages may be attached as necessary.

If no exceptions are listed, it will be understood that the offeror has accepted all RFP requirements, and the response will be considered confirmed, even if exceptions are noted elsewhere.

*Response required

8. ATTRIBUTES

8.1. *Notice**

Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

☐ Please confirm

*Response required

8.2. *Contact Information**

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

*Response required

8.3. *Insurance Acknowledgement**

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

*Response required

8.4. *Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

*Response required

8.5. *Reference No. 1**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

8.6. *Reference No. 2**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

8.7. *Reference No. 3**

List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.

*Response required

8.8. *Cooperative Contracts**

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter- local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

- ☐ Yes
☐ No

*Response required

8.9. *Debarment Certifications**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

- ☐ Please confirm

*Response required

8.10. *Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

- ☐ Please confirm

*Response required

8.11. *Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

- ☐ Please confirm

*Response required

8.12. *Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation

may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

☐ Please confirm

*Response required

8.13. Disclosure of Interested Parties*

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

☐ Please confirm

*Response required

8.14. Notification Survey*

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

*Response required

8.15. Critical Infrastructure Affirmation*

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

☐ Please confirm

*Response required

8.16. Energy Company Boycotts*

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

8.17. *Firearm Entities and Trade Associations Discrimination**

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

1. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

8.18. *Information Regarding Conflict of Interest*

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the

84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS: <https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers: <https://www.collincountytx.gov/Contact/county-officials>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and/or contracting for the attached procurement:

Department:

Caren Skipworth - Chief Information Officer

Stephen Ganey - Deputy Chief Information Officer

Tim Nolan - IT Senior Manager

L'Cena Parson - Records Management Officer

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Hunter Alley, CPPB - Senior Buyer

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

Please download and complete the CIQ attachment and upload if applicable.

8.19. *Conflict of Interest Confirmation**

I have read the conflict of interest information above and will file the CIQ form if a conflict exists.

☐ Please confirm

*Response required

8.20. *W-9**

Please upload your W-9 Form

*Response required

8.21. *Proposer Acknowledgement**

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which

prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal.

☐ Please confirm

*Response required

ATTACHMENT A-Sample Scope of Work

Sample scope of work for specific department (for illustration only)

Project Name:

Template Fields:

Approximate number of boxes:

Estimated pages/images to be scanned:

Project Description:

The project will consist of document preparation, document scanning, quality control/quality assurance and output into a customer defined format for upload. This project consists of closed Felony and Misdemeanor case files. The majority of boxes will contain non scan items which will require inventory and placement into separate box for return to Collin County.

Document Preparation:

Files will be prepped for scanning:

- Removing staples, paper clips, repairing torn documents to the best of abilities, unfolding documents including bent corners.
- All envelopes must be scanned along with all contents. (note: if envelope is sealed, contact Collin County for further instructions)
- Ensure that the first page scanned includes/matches the name and case # on the folder.
- Pink receipts may not scan in black and white. You may need to copy these and scan the black and white copy. When scanning receipts (pink, yellow, white) some may require grayscale instead of black and white for best, legible quality. This can be done on a case by case basis.
- ONLY color photos are to be scanned using color setting.
- Questions regarding document preparation may be addressed to (*name of Records staff primary contact*) on the Records Staff.

After scanning handling:

Once scanning is complete these records should be returned to their original box, in the same order as removed, in original file folder (**no** stapling, placing back in envelope or brads required).

Scanning:

Scanning will be at 300DPI, duplex with backside detection and blank page removal. Each file folder/document/record will be scanned as a multi-page tiff. Notations must be made if best practice was used and image is poor quality. (Example: page in file was a copy that is sideways and cut off, etc..) (See Attachment B for example)

QA/QC:

QA/QC will consist of 100% image to image review, removal of blank pages, review of poorly scanned images and images that are askew, etc.

Data Output:

Document name is the cause/case number.

If you combine documents from several fiscal years onto one CD/DVD, you must clearly separate by fiscal year.

Metadata format:

- Fields
 - Name = up to 50 characters
 - Case/Cause Number = up to 50 characters
 - Offense – up to 50 characters

Pickup and Delivery: *Detailed contact information and alternates will be furnished.*

ATTACHMENT B

ORIGINAL DOCUMENT WAS POOR QUALITY

**BEST SCANNING/QUALITY CONTROL
PRACTICES USED**

ATTACHMENT C (1 of 2)

EXAMPLE

VERIFICATION OF RECEIPT OF BOXES

Project Name: _____

Phase Number: _____

This document serves as acknowledgment of receipt of the list of _____ boxes attached.

Relinquished by Collin County Representative:

Signature _____

Print Name _____

Date _____

Received by "Contractor" Representative:

Signature _____

Print Name _____

Date _____

ATTACHMENT C (2 of 2)

EXAMPLE

CHAIN OF CUSTODY

Project Name: _____

Vendor Name

“Vendor Name” has verified that all pages contained in each box picked up on **“insert date”** from Collin County, were prepped, scanned, quality control procedures followed and the output logs/electronic data provided back to Collin County account for all images.

Signed: _____

Date: _____

Box Numbers/Phase: _____

(attach all logs to this form)

Collin County

Collin County agrees that all images included in the output logs equal the images imported in Laserfiche.

Signed: _____

Date: _____

Box Numbers/Phase: _____

(attach all logs to this form)

ATTACHMENT D
Non Scan/Holdout Items

[illegible]

PHASE _____

EXAMPLE OF INFORMATION NEEDED

[illegible]

Instructions for completing section:

The exception table shall be completed for any exception from requirements identified in this RFP. Please complete the following worksheet listing any and all exceptions from the information requested in the Request for Proposal. Attach additional pages as needed. If no exceptions are listed it is understood that the contractor has agreed to all RFP requirements, even if a notation is referenced in an individual section.

Section Number/ Question Number	Required Service You are Unable to Perform	Steps Taken to Meet Requirement

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on line 4.

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

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, 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 territory.
- 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 584(a).
- 11—A financial institution as defined under section 581.
- 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 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, 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) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) 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 territory, 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)(i).

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 403(b) plan or section 457(g) plan.

Note: 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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 5 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 5 below.

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

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
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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 877-777-4778 or TTY/TDD 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 800-366-4484. 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 (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.