

**Fort Bend County, Texas  
Request for Proposals**



**Audio Visual System Upgrade for Courtroom  
RFP 23-019**

**SUBMIT PROPOSALS TO:**

Fort Bend County  
Purchasing Department  
Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Note: All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

December 13, 2022  
2:00 PM (CST)

**LABEL ENVELOPE:**

RFP 23-019  
Courtroom AV

***ALL PROPOSALS MUST BE TIME/DATE STAMPED AND RECEIVED BY THE PURCHASING OFFICE  
OF FORT BEND COUNTY ON OR BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.***

***PROPOSALS RECEIVED AS REQUIRED WILL THEN BE OPENED AND NAMES PUBLICLY READ.  
PROPOSALS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.  
Results will be provided to bidder in writing  
after Commissioners Court award.

Requests for information must be in  
writing and directed to:  
Cheryl Krejci  
Assistant County Purchasing Agent  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

**Vendor Responsibilities:**

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to RFP opening).
- Submit response in accordance with requirements stated on the cover of this document.
- Do NOT submit responses via email or fax.



## COUNTY PURCHASING AGENT

Fort Bend County, Texas

### Vendor Information

Jaime Kovar  
Purchasing Agent

Office (281-341-8640)

Legal Company Name <small>(top line of W9)</small>				
Business Name <small>(if different from legal name)</small>				
Federal ID # or S.S. #		DUNS #		
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization	Age in Business?		
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes      Ticker Symbol _____			
Remittance Address				
City/State/Zip				
Physical Address				
City/State/Zip				
Phone/Fax Number	Phone: _____ Fax: _____			
Contact Person				
E-mail				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	<b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____ <b>Certification #</b> _____	<u>Cert Date</u>	<u>Exp Date</u>
	SBE-Small Business Enterprise <input type="checkbox"/>		_____	_____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>		_____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>		_____	_____
			_____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____		
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____		
	>\$22,400,000 _____			
NAICs codes (Please enter all that apply)				
Signature of Authorized Representative				
Printed Name				
Title				
Date				

**THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE**

## 1.0 SCOPE OF WORK:

It is the intent of Fort Bend County (the “County”) to contract with one (1) vendor to upgrade the Commissioner’s Court audio/visual system. Additional detail regarding the proposed scope of work is provided in Exhibit A to this RFP. It is the County’s intent that the resulting lump-sum contract will be funded in whole or in part with funding provided under the American Rescue Plan Act (“ARPA”). As such, Respondent is responsible for complying with any and all applicable federal and State statutes, regulations, policies, guidelines, and requirements. In addition to any standard County terms and conditions and other provisions included by the County in the resulting contract, the resulting contract must include the provisions laid out in Exhibit B to this RFP.

## 2.0 PROPOSAL SUBMISSION:

### 2.1 Questions:

Questions concerning this RFP must be submitted in writing to Ms. Cheryl Krejci, Assistant County Purchasing Agent, 301 Jackson, Suite 201, Richmond, Texas 77469, [Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov). Responses to questions will be issued in writing only; verbal questions and responses will not be considered. Deadline for submission of questions and/or requests for clarification is **no later than 9:00 am (CST), Friday, December 2, 2022**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.

### 2.2 When submitting a Proposal in response to this request, the following are required:

2.2.1 **One (1) original, five (5) copies and one (1) electronic response on flash drive. Flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper Flash drive is cause for disqualification.**

2.2.2 Ensure that this RFP is included in your Proposal and that all the information requested is included with Respondent’s Proposal.

2.2.3 Provide a title page showing the RFP subject, name of Respondent, address, telephone number, fax number and email address. The title page must be signed by an officer of the firm.

2.2.4 Provide all required elements as stated herein.

### 2.3 Proprietary Information:

If a proposal includes any proprietary data or information that the respondent does not want disclosed to the public, such data or information must be clearly identified on every page on which it is found. Data or information so identified will be used by Fort Bend County officials and representatives solely for the purpose of

evaluating Proposals and conducting contract negotiations.

2.4 Modification or Withdrawal of Proposals:

Any proposal may be withdrawn or modified by written request of the Respondent prior to the deadline for submission. Modifications received after the submission deadline will not be considered. No proposal may be withdrawn for a period of ninety (90) calendar days after opening without permission of Fort Bend County. Respondents will be accorded fair and equal treatment with respect to any opportunity for discussion and revision. Fort Bend County reserves the right to request best and final offers or additional information from each Respondent after proposals are evaluated.

2.5 Preparation of Proposal:

Proposals must be in correct format and complete. Respondents are expected to address all items in as much detail as necessary for Fort Bend County representatives to make a fair evaluation of the company and the proposal.

2.6 Opening of Proposals:

Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

2.7 Contract Award:

Fort Bend County Commissioners Court will award the contract to the responsible company(s) who has been determined to be the best evaluated offer. Accordingly, Fort Bend County may award a contract to a Respondent that is not the least-priced bidder. Fort Bend County reserves the right to reject any or all proposals and is not obligated to award a contract pursuant to this RFP. It is Fort Bend County's intent to award one contract as a result of this solicitation, but the County reserves the right to award a contract to multiple firms if it deems doing so is in the County's best interest.

2.8 Exceptions to RFP:

Any and all exceptions/substitutes, conditions, or qualifications to the provisions contained herein must be clearly identified as such together with reasons for taking exception and inserted in the proposal along with associated costs.

### 3.0 PROPOSAL CONTACT:

This RFP is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this solicitation other than specified herein. Unauthorized contact of any County personnel will result in rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, or written correspondence.

#### RFP CONTACT:

Cheryl Krejci  
Assistant County Purchasing Agent  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
[Cheryl.Krejci@fortbendcountytexas.gov](mailto:Cheryl.Krejci@fortbendcountytexas.gov)

### 4.0 TEXAS ETHICS COMMISSION FORM 1295:

4.1 Effective January 1, 2016, all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties," per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, Proposal or any contracts, contract amendments, renewals, or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

4.2 On-line instructions:

4.2.1 Name of governmental entity is to read: Fort Bend County.

4.2.2 Identification number is: RFP 23-019.

4.2.3 Description is: Courtroom AV Upgrade.

4.3 Highest evaluated vendor will be required to provide the Form 1295 within three (3) calendar days from contract award notification; however, if your company is publicly traded you are not required to complete the form.

### 5.0 TENTATIVE SCHEDULE OF EVENTS:

Release of RFP:	November 20, 2022
Pre-RFP Meeting:	November 29, 2022

Deadline for Questions:	December 2, 2022
Submission Due Date:	December 13, 2022
Evaluation of Submissions:	January 3, 2023
Commissioners Court Permission to Negotiate:	January 10, 2023
Negotiations:	January 11, 2023
Final Contract Approval Commissioners Court:	February 28, 2023

**6.0 PRE-RFP CONFERENCE:**

A pre-rfp conference will be conducted on **Tuesday, November 29, 2022 at 9:30 AM (CST)**. The pre-rfp conference will be held at the Fort Bend County Purchasing Department located in the Travis Annex at 301 Jackson, Suite 201, Richmond, Texas 77469. All bidders are encouraged to attend as this is the only date and time allowable.

**7.0 TAX EXEMPT:**

Fort Bend County is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This project will be deemed a separate project for Texas tax purposes, and as such, Fort Bend County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this project. Respondent is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, Respondent should state these items at cost.

**8.0 INCURRED COSTS:**

Those submitting Proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County, or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

**9.0 ACCEPTANCE:**

- 9.1 Submission of any Proposal indicates a Respondent’s acceptance of the conditions contained in this solicitation unless clearly and specifically noted otherwise in their proposal.
- 9.2 Furthermore, the County has the sole discretion and reserves the right to cancel this RFP, to reject any and all Proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County’s best interests. The County reserves the right to accept or reject any or all of the items in the Proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County’s best interest.

- 9.3 Although the County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

**10.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:**

- 10.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions, or ambiguities in this solicitation, the Respondent shall at once request in writing an interpretation from the County's Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing via e-mail only to the County's Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is no later than **9:00 AM (CST), Friday, December 2, 2022**. Requests received after the deadline will not be responded to due to the time constraints of this Proposal process.
- 10.2 The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this solicitation, notice will be posted on the County website. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this solicitation before submitting their proposals.

**11.0 RETENTION OF RESPONDENT'S MATERIAL:**

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

**12.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:**

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- 12.1 The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- 12.2 Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;

- 12.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**13.0 ASSIGNMENT:**

The Respondent may not sell, assign, transfer or convey the contract resulting from this RFP, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

**14.0 CONFIDENTIAL MATTERS:**

- 14.1 All data and information gathered by the Respondent and its agents, including this RFP and all reports, recommendations, specifications, and data shall be treated by the Respondent and its agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- 14.2 Proposals will be publicly received and acknowledged but the contents therein will not be disclosed to competing Respondents and will be kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such will be treated as confidential to the extent allowable in the Open Records Act.

**15.0 CONFLICT OF INTEREST:**

- 15.1 Pursuant to Chapter 171 of the Texas Local Government Code, no County public official shall vote on or participate in this Agreement if said official has a direct or indirect substantial financial interest in a business entity or real property relating to this Agreement.
- 15.2 Each party shall file a conflict of interest statement or questionnaire, if required, in accordance with Chapter 176 of the Texas Local Government Code, if (1) Vendor has an employment, business and/or familial relationship with the local government officer (or family member of the officer) that results in the local government officer receiving taxable income exceeding \$2,500, or (2) Vendor has given the local government officer (or to the family member of the officer) one or more gifts with the aggregate value of more than \$100 in the preceding 12 month period.

**16.0 LIMITS OF SUBCONTRACTORS:**

- 16.1 The County has approval rights over the use and/or removal of all subcontractors and/or vendor(s). Subcontractors shall conform to all County policies.



- 16.2 Any dispute between the Respondent and subcontractors, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subcontractor may result in the withholding of funds from the Respondent by the County for any payments owed to the subcontractor.

**17.0 JURISDICTION, VENUE, CHOICE OF LAW:**

This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Texas. Except to the extent prevailing Federal law applies, should any portion of any 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(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this RFP process and resulting Agreements.

**18.0 INDEPENDENT CONTRACTOR:**

The Respondent is an independent contractor, and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

**19.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by County regardless of content.

- 19.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 19.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**20.0 HUMAN TRAFFICKING:**

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

**21.0 PURCHASE ORDER AND DELIVERY:**

The contractor shall not deliver products or provide services without a Fort Bend County Purchase Order. Performance of services must fully comply with all provisions of these requirements and

the specifications including time, delivery, and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future services and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. The Performance of services contemplated under this RFP must take place within twelve (12) months after Purchase Order is released to the awarded vendor.

## **22.0 PERFORMANCE AND PAYMENT BOND:**

The Respondent shall post with Fort Bend County, not later than ten (10) days of the County's award of a contract, a performance and payment bond in the amount of one hundred percent (100%) of the total lump sum price in such form as is satisfactory by County. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Respondent shall notify its corporate surety of any contract changes.

## **23.0 POWER OF ATTORNEY:**

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

## **24.0 INSURANCE:**

24.1 All respondents shall submit, with RFP, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.

24.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

24.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.

- 24.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 24.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 24.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- 24.2.5 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.
- 24.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 24.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

**25.0 INDEMNIFICATION:**

Respondent shall indemnify and hold harmless County against all liability for damages arising from activities of Respondent, its agents, servants or employees, performed under this agreement to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Respondent, its agents, servants, employees, consultants under contract, or another entity over which the Respondent exercises control. Respondent agrees to reimburse County for reasonable attorney's fees in proportion to Respondent's liability.

- 25.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or

assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.

- 25.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 25.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 25.4 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 25.5 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 25.6 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

## **26.0 EVALUATION CRITERIA:**

In order to facilitate the analysis of responses to this RFP, Respondents are required to prepare their proposals in accordance with the instructions outlined in this part. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the Proposal. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. It is the County's intention that this solicitation comply with requirements found at 2 C.F.R. § 200.320 – Methods Of Procurement to be Followed, which requires that price be considered for all procurements of non-architectural/engineering services. Accordingly, notwithstanding Chapter 2254 of the Texas Government Code, the County must consider price as a part of this RFP to comply with Federal requirements.

26.1 Respondents are required to follow the outline below when preparing their proposals:

Tab	Title
	Title Page
	Table of Contents
	Executive Summary

1 Firm Performance and Experience

2 Resources

3 Cost

4 Delivery Schedule

5 Overall completeness of submission & understanding of requirements

26.2 Any exceptions and/or substitutes to the RFP requirements shall be identified in the applicable section.

26.3 Proposals shall be single-sided using 12 point or greater font size. Submission pages shall be numbered and bound, or in a 3-ring binder with the proposing Respondent's name clearly indicated on the cover. Response must include tabs as detailed below to ensure requirements and information is easily attained during the evaluation process.

26.4 Executive Summary - This section should be limited to a brief narrative highlighting the company's background and experience. Narrative should clearly demonstrate compliance with qualifications listed in the RFP specifications. Include length of time the company has been in business.

26.5 Respondents will be evaluated utilizing the factors, as weighted below:

Tab 1 Firm Performance and Experience (weight factor = 40%)

- Provide documentation of a minimum of five (5) years in business including the Respondent's overall organizational and financial capabilities and key components such as organizational reporting structure, quality control, quality assurance, research, and development, technical, training and parts support, response time, product capabilities, and financial history.
- Such experience must be in the form of providing Jail Diversion Services to state/municipal/county governmental entities. Due consideration will be given to specific experience in providing these services in accordance with required standards and complying with any and all applicable federal and state statutes, regulations, policies, guidelines, and requirements.
- List a minimum of three (3) references within the last five (5) years;

provide the name and location of client, date services were rendered, and contact person with phone number and email address.

- Provide details of any past or pending judgements, liens, or other claims alleging the provision of deficient services as well as the efforts taken to resolve concerns.

Tab 2 Resources (weight factor = 10%)

- Provide documentation of available resources that will be dedicated to providing the services contemplated in this RFP.
- Provide list of ongoing projects and anticipated projects that will be operating concurrently with Fort Bend Court's proposed services contemplated in this RFP.

Tab 3 Cost (weight factor = 30%)

- Complete Exhibit E, Pricing.

Tab 4 Delivery Schedule (weight factor = 10%)

- Provide services delivery schedule. Services must begin within twelve (12) months from release of purchase order or prior, as stated in Section 21.0.
- Include information about how respondent intends on meeting project deadlines in the current climate.

Tab 5 Overall completeness of submission & understanding of requirements (weight factor = 10%)

- All required forms, certifications, quality of proposal, and adherence to instructions.
- Respondents must express, in detail, their understanding of the specifications.
- Provide list of company, location, experience, and resources necessary to complete the scope of work contemplated in this RFP.

**27.0 EVALUATION PROCESS:**

- 27.1 After the Proposals are received, the evaluation team shall evaluate each Proposal that was submitted on time, and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative

evaluation according to a numerical ranking system and a qualitative evaluation for overall proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially, and comprehensively. Following this initial evaluation, the evaluation team may recommend entering into contract negotiations without further discussion with Respondents, or the firms submitting the top rated proposals may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

- 27.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may decide not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 27.3 The evaluation team shall not disclose any information included in a firm's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- 27.4 After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- 27.5 Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 27.6 All Proposals submitted are to be valid for a period of ninety (90) days.

**28.0 AWARD:**

Proposals will be opened on the date specified on the cover page and kept confidential until the Fort Bend County Commissioners Court awards a final negotiated contract. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.

**29.0 SOCIOECONOMIC CONTRACTING:**

If Respondent intends to subcontract any work related to this RFP and the subsequent contract, Respondent must, pursuant to 2 C.F.R. § 200.321, take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- 29.1 Solicitation Lists. The Contractor must place small and minority businesses and

women's business enterprises on solicitation lists.

- 29.2 Solicitations. The Contractor must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources.
- 29.3 Dividing Requirements. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
- 29.4 Delivery Schedules. The Contractor must establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises.
- 29.5 Obtaining Assistance. The Contractor must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**30.0 ADDITIONAL REQUIRED FORMS:**

All vendors submitting are required to complete the attached and return with submission:

- 30.1 Vendor Form
- 30.2 W9 Form
- 30.3 Tax Form/Debt/Residence Certification
- 30.4 Suspension/Debarment Certification

**31.0 EXHIBITS:**

- 31.1 Exhibit A – Scope of Work
- 31.2 Exhibit B – Federal Clauses
- 31.3 Exhibit C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower-Tier Covered Transactions
- 31.4 Exhibit D – Certification for Contracts, Grants, Loans and Cooperative Contracts
- 31.5 Exhibit E – Pricing



## **EXHIBIT A** **SCOPE OF WORK**

### **1. BACKGROUND**

As a result of the COVID-19 pandemic, Fort Bend County has seen an increased demand need for the ability to hold Commissioner Court sessions in a “hybrid” manner, i.e., where participants can be involved remotely or in-person.

The County determined that hybrid Commissioner Court sessions will reduce the number of in-person attendees, allowing the County to better implement social distancing measures in response to COVID-19. Moreover, remote sessions will benefit users who are hospitalized, quarantined, or “at risk” as a result of the pandemic.

Accordingly, the County intends on replacing the current Commissioner Court audio/video equipment with updated technology that will enable better communication between onsite court members, allow the court members and other participants to address and interact with the public remotely, and improve the viewing quality of Commissioner Court sessions, including for those that are hearing-impaired.

### **2. PROPOSED SOLUTION**

The successful Respondent will be expected to upgrade the audio and video components within the council chambers as well as the control system/control interfaces for the overall project. The County expects that the successful Respondent will be able to substantially achieve the sought-after end results as determined by the County A/V Engineer:

#### *A. Project Overview*

- Content inputs for the room are: 1 HDMI input at the rack for an OFE PC that handles client-based video teleconferencing/agenda management/control station needs; 1 HDMI input at the right side table control station; and 1 return feed from SWAGIT.
- Primary room video output distributed to 2 wall-mounted 86” displays with 1 mounted behind the dais, and a second mounted approximately midway into the gallery.
- Video output (which is separately routable), distributes to 5 22” displays at the dais. Audio pickup occurs through upgraded desktop gooseneck microphones with system integrated mute status LEDs at the 5 dais locations, 2 at Right side table, and 2 at the left side table.
- A Shure wireless handheld rechargeable microphone kits provides a podium mic, and one for audience or presenter participation, with additional built-in charging features listed below.
- Audio integration of the wireless microphone, content audio, and council chambers microphones seamlessly mixed via a digital signal processor that delivers audio to gallery, dais, and the video production system.

- To address the unique ceiling structure within the room, for audio output, gallery audio outputs via 2 wall-mounted speakers.
- Old video conference system retired, and replaced with a client-based video teleconference system on the OFE rackmounted OFE PC, allowing use of various clients, such as Zoom, MS Teams, Webex, GotoMeetings, etc.
- Video camera signal bridged from SWAGIT recording and streaming system to this PC, as well as the room's audio feed.
- County Secretary station receives a 10-inch tabletop mounted touchpanel system control such as room on/off, display, and content input control and selection, and audio controls which integrated with the mute-status integration for the tabletop microphones. If placed on the local area network, control also mirrored to a software client accessible via PC or tablet.

### B. Content Video System

System revolves around an all-in-one digital media presentation and control system, and this integrated solution provides a multitude of both audio and video inputs, matrix routing, and audio signal processing.

- Solution relies on current industry-standard HD inputs and outputs, while providing backwards-compatible VGA and older video inputs, atop new vendor-format neutral HD-BaseT inputs and outputs.
- These capabilities deliver the functions of 4 separate systems in one solution which also future-proofs the room from major upgrades to this critical component, as only the satellite input transmitters or receivers would require an upgrade should industry standards change in the future.
- The side tables each house one HD-BaseT transmitter delivering an HDMI input cable-whip atop the table, the side table location also houses 1 HDMI input, as well as a direct input is provided for an OFE PC.
- The OFE PC's video and USB output is extended to the side table, for display on a dedicated 22" display, as well as distribution of keyboard and mouse control.

### C. Room Video Outputs

- For gallery viewing, content outputs directly to 2 wall-mounted 86" displays
  - One display replaces the display mounted behind the dais, with the second display replacing the one placed approximately midway into the gallery.
- Content also delivered separately to the 24" displays at the dais (1 for each seat at the dais).
  - These displays are mounted on half-height articulating armature mounts, to minimize gallery and camera view obstructions of the seated personnel.
- System also sends a dedicated content output to the SWAGIT recording and streaming system.

#### D. Audio System

- Audio pickup occurs via table-top mounted gooseneck microphones, which are system integrated to reflect mute status (green unmuted, red muted), and to allow for administrator control of muting/function of microphones from control panel.
  - This allows microphone administration and control from the control touchpanel (which will be reflected by the LED status indicator), as well as from the gooseneck's desktop mount switch.
- 5 desktop gooseneck microphones cover the dais, 2 are placed at right side table, and 2 at left side table.
- A Shure QLXD rechargeable wireless handheld microphone (or equal) provide additional microphone pickup for the room, dedicated to the OFE podium's gooseneck attachment, as cabling conduit does not extend to this location.
  - Microphones should come complete with antenna distribution kit to ensure drop-free wireless of the microphone signals.
- The gallery's audio outputs from three speakers that are wall-mounted and pointed to the gallery at the half-height wall's location.
  - These speakers will provide superior audio coverage within the room, with minimization of hot-spots and cold-zones, while also blending well into the room's decorum.
- Audio output mirrored to the SWAGIT recording and streaming system, and all audio functions/tuning/feedback suppression all controlled via an integrated digital signal processor stack, with commissioning including pinking, tuning, balancing, and feedback suppression of room to ensure pristine audio that "just works."

#### E. Video Collaboration System

- Old video conference system replaced with an A/V bridging system that accepts camera feed from the SWAGIT recording and streaming system, as well as the audio system, and delivers these signals to the OFE PC and Clickshare for use on a client-based video teleconference system such as Zoom, MS Teams, Webex, GotoMeeting, or others.
  - This frees the room from using dedicated hardware endpoints for video conferencing locations or participants, allowing a broader range of collaboration technologies, and through the extension of the SWAGIT camera system, reduces costs associated with these upgrades.

#### F. Control System

Control achieved through the previously mentioned 10" touchscreen placed at the control station at the right dais-front table.

- This primary touchscreen provides a simple, intuitive easy-to-use interface that provides room control via fully automated system on/off macros, content selection inputs and control, as well as individual display control.

- System on features places the room in a known-good startup configuration with all inputs, microphones, and audio reset to a pre-arranged standard so that the system “just works” when turned-on.
- Secondary pages on the touchpanel provide the microphone administration with the system’s integration providing the tabletop and podium microphones reflection of the mute status chosen from control system via the microphone’s built-in LED status indicator (red = muted microphone, green=open microphone).
- Also, content audio control and mute, room audio control and mute, and production feed audio and mute are all present on this touchpanel.
- If placed on the local area network, control system extended to an interface for an OFE PC or tablet mirroring the main control touchpanel allowing for other personnel to administer room’s functions besides the control station’s operator.

### 3. MINIMUM REQUIREMENTS

- Courtroom:
  - a. Typical courtroom/chambers layout with gallery.
    - i. Interface A/V system with SWAGIT recording and streaming solution.
    - ii. Dais station with 5 seats, 2 side tables with 2 seats, 1 podium, adjoining room for rack equipment
    - iii. VTC needs conversion to client-based VTC that’s integrated with SWAGIT system.
  - b. Per-station needs:
    - i. Dais stations (5 seats):
      - 1. 1 System integrated tabletop microphone with system-integrated mute status indicator.
      - 2. 1 tabletop-mounted display for video reinforcement.
        - a. Use a half-height articulating armature mount to keep table surface clean.
    - ii. Left Front-of-Dais Tables (2 seats):
      - 1. 2 System integrated tabletop microphones with system-integrated mute status indicator.
    - iii. Right Front-of-Dais Tables (2 seats, 1 serves as control station):
      - 1. 2 System integrated tabletop microphones with system-integrated mute status indicator.
      - 2. 1 x 10” tabletop-mounted control panel at control station seat.
    - iv. Podium:
      - 1. Unable to extend cabling to podium, so provide 1 wireless rechargeable handheld mic to be placed on OFE podium and gooseneck mount.
  - c. Video:
    - i. Content Inputs:
      - 1. 1 OFE rack mounted PC for client-based video teleconferencing.

- a. Controlled and interfaced from right table control station.
    - 2. 1 HDMI cable-whip for BYOD connectivity at right table control station.
    - 3. 1 confidence feed from SWAGIT.
  - ii. Primary video output:
    - 1. 2 approximately 80" wall-mounted displays:
      - a. Place 1 behind dais.
      - b. Place 1 at midpoint of gallery.
      - c. IP over Ethernet (NVX)
  - iii. Dais Video Outputs:
    - 1. 24" displays on half-height articulating armature mounts at locations listed above.
      - a. Must be routable separately to main gallery displays.
      - b. IP based (NVX)
  - iv. Production video outputs:
    - 1. Mirror primary video output to SWAGIT video feed
- d. Audio:
  - i. Central audio digital signal processor:
    - 1. Provide ability to integrate gooseneck microphones push switches and LED (green and red status) functions with the audio system and the control system.
    - 2. Provide SIP integration for telephony collaboration.
  - ii. Inputs:
    - 1. Content inputs from cable-whips and dedicated inputs listed above.
    - 2. Microphone inputs at stations listed above.
      - a. Must be system-integrated with colored LED feedback for push-to-unmute and control booth reflection of status.
    - 3. 2 wireless rechargeable handheld microphone systems:
      - a. 1 for podium.
      - b. 1 for ad-hoc, audience feedback, or general presentations away from dais.
  - iii. Outputs:
    - 1. Alter current audio setup to wall-mounted column-array speaker system for gallery to better cover room's audio.
    - 2. Audio feed to SWAGIT video recording and streaming system.
- e. Control:
  - i. Primary control location, via 10" tabletop control panel, at table-right control location
    - 1. Full system-integrated control, that's fully automated, intuitive, and an easy to use interface.
  - ii. Provide remote interface for tablet/iPad interface that's unlinked to primary touchpanel for second control location that's mobile.

- f. Room Needs:
  - i. Rack equipment in adjoining room.
    - 1. Reuse existing credenza; will need to upgrade 1 rack to 14U and may need to add a third.
    - 2. Note, A/V equipment rack MUST be in same room as SWAGIT rack.
- Overflow Room
  - a. Room Needs
    - i. Mobile Cart to for OFE 80” Display and Audio Soundbar
  - b. Video
    - i. Video Output:
      - 1. OFE 80” Display
      - 2. IP Based (NVX)
  - c. Audio
    - i. Audio Output
      - 1. JBL Soundbar or equal

**The above is included for Respondents’ convenience. Respondents may suggest other solutions not mentioned above for Fort Bend County’s consideration.**

#### **4. OR EQUAL**

It is intended that any product, good, or piece of equipment that is specified above by reference to specific brands or manufacturers shall be followed by the term “or equal” unless otherwise stated.

#### **5. PLACE OF PERFORMANCE**

Work contemplated under this RFP will take place at the Fort Bend County Commissioners Court located at 401 Jackson St, Richmond, TX 77469.

#### **6. PERIOD OF PERFORMANCE**

The County anticipates that work performed pursuant to this RFP will occur outside of the Commissioner Court normal operating hours. The County and the successful Respondent will discuss and agree upon a schedule for the performance of work.

**EXHIBIT B**

**CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS AS REQUIRED UNDER 2 C.F.R. APPENDIX II TO PART 200.**

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity.

The following clause applies only for contracts involving “federally assisted construction work.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance modified only if necessary to identify the affected parties.

4. Davis-Bacon Act.

The following clause applies only for prime construction contracts of \$2,000 or more.

As amended (40 U.S.C. 3141–3148), when required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub- contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub- recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts in excess of \$100,000 that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers.

6. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work



performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes. Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements”.

7. Clean Air.

The following clause applies only for contracts in excess of \$150,000.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Clean Water.

The following clause applies only for contracts in excess of \$150,000.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”. It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. A contract award in any tier must not be made to parties

listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts exceeding \$100,000.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal, amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

11. Procurement of Recovered Materials.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

12. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered

telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

### 13. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**EXHIBIT C**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER-TIER COVERED TRANSACTIONS**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

**Terms Defined**

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition

Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded:* The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

#### **Instructions for Certification**

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered

transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—  
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Contractor Name

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Contract Number

---

Name

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Title

---

Signature

---

Date

**EXHIBIT D**  
**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Respondent, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Respondent understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Name of Respondent:

\_\_\_\_\_  
RFP or ITB No.:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**EXHIBIT E**  
**PRICING**

Fort Bend County anticipates that the resulting contract will be compensated on a fixed unit price, per individual, per day spent at the Jail Diversion Facility. This unit price should include everything necessary for the completion of services contemplated under this RFP, including but not limited to furnishing all materials, equipment, supplies, tools, and all management, supervision, labor, and service, except as may be provided otherwise in this RFP.

To allow Fort Bend County to best understand what is included in the per person, per day fee discussed above, the County also requests that each Respondent prepare an estimated budget using the below categories of costs:

<b>Cost Type</b>	<b>Anticipated Cost</b>
<b>Direct Labor Costs</b>	
<b>Subcontractor/Subconsultant Costs</b>	
<b>Materials and Supplies</b>	
<b>Facility Costs (if applicable)</b>	
<b>Other</b>	
<b>Total Estimated Program Cost</b>	

**Proposed unit price fee (per person, per day basis):** \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-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, you may enter it on line 2.

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

- 1—An organization exempt from tax under section 501(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 possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

A—An organization exempt from tax under section 501(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 possession, or any of their political subdivisions or instrumentalities

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

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

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

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

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

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

**Caution:** A disregarded 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 items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

