



PROPOSAL FOR:	Contract to Widen the Concrete Driveway at the Grubb Street Entrance of the Mesquite Government Center and Related Services	
BID NO. 2009-084-4426	DUE DATE: June 25, 2009 @ 2:00 p.m.	
FOR FURTHER INFORMATION CALL:	PURCHASING CONTACT: Gloria McCulloch	AT: 214-653-7433 gwebb@dallascounty.org
PRE-BID CONFERENCE	Thursday, June 18, 2009 @ 10:00 a.m. @ Mesquite Government Center – Lobby Area, 823 North Galloway, Mesquite, Texas 75212	

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this Bid Proposal. Completed SEALED Bid Proposals, **ORIGINAL AND ONE (1) COPY**, must be received in the Purchasing Department, 509 Main Street (Records Building), 6th Floor, Room 623, Dallas, Texas 75202, **BY 2:00 P.M. ON THE ABOVE "DUE DATE"**. The official time clock will be time clock located in the Purchasing Department. Bids received at 2:01 and thereafter are Late Bids and will not be accepted.

Bids may be withdrawn at any time prior to the official opening.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 After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the Purchasing Agent and the approval of the Commissioners' Court.

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

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be 60 calendar days unless a different period is noted by bidder.

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

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

**NAME AND ADDRESS OF COMPANY/BIDDER:		<u>ALL BIDS MUST BE SIGNED PRIOR TO AWARD</u>
Company Name (PRINTED):		Name (PRINTED):
Mailing Address:		Title:
		Signature:
City/ State:	ZIP:	E-Mail Address:
Telephone No.		Fax No.:
Federal Tax Payer ID/Certificate Number:		WEB Site:

HELP US KEEP OUR VENDOR'S LIST CURRENT

NO BID is submitted for ___ this time only; NOT THIS COMMODITY/SERVICE ___ ONLY. FAILURE TO RESPOND TO BID SOLICITATIONS FOR TWO (2) BID PERIODS MAY RESULT IN REMOVAL FROM THE VENDOR'S LIST. However, if removed you will be reinstated upon request. If not submitting a bid, please complete the questionnaire on the next page.

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

**Contract to Widen the Concrete Driveway at the Grubb Street Entrance of the
Mesquite Government Center and Related Services**

NOTICE

In the event you desire not to submit a bid, we would appreciate your response regarding the reason(s). Your assistance in completing and returning this form in an envelope marked with the enclosed bid would be appreciated.

(To Be Completed ONLY IF YOU DO NOT BID.)

	YES	NO
Does your company provide this product or services?		
Were the specifications clear?		
Were the specifications too restrictive?		
Does the County pay its bills on time?		
Do you desire to remain on the bid list for this product or service?		
Present work load would not permit additional work?		
Comments/Other Suggestions:		
COMPANY NAME		
PERSON COMPLETING FORM	Telephone:	
MAILING ADDRESS:	Fax:	
CITY, STATE, ZIP CODE	Date:	

Dallas County is requesting bids for a Contract for the Widen of the Concrete Driveway at the Grubb Street Entrance of the Mesquite Government Center and Related Services. Bids must be submitted on the attached Bid Proposal. By returning the Bid Proposal with a price quote, vendors certify and agree that:

1. All charges – insurance, taxes, permits, licenses, fees, labor, personnel, service, supervision, administration, parts, material, supplies, tools, equipment, documentation, fuel surcharges, mileage, tolls, shipping, transportation, freight, and all other incidental cost associated with this contact are to be included in bid proposal. Service and Delivery will be F.O.B.: Mesquite Government Center, 823 N. Galloway, Mesquite, Texas
2. If applicable, a packing list or other suitable shipping documents shall accompany each shipment and shall show:
 - (a) Name and address of vendor
 - (b) Name and address of receiving department
 - (c) Dallas County Purchase Order number and
 - (d) Description of material shipped, including item numbers, quantity, number of containers, and package number, if any.
3. INSURANCE REQUIREMENTS

Liability and Other Insurance Coverage

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

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

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

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

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

- 3.1 Workers Compensation Insurance in the amount and in compliance with the provisions as provided for by Texas Law as established by the Texas Workers Compensation Act, Title 5, Subtitle A, Texas Labor Code for all of his employees assigned to operate or work under this Contract. In the event the Contractor elects to sublet any work, Contractor shall require Sub-Contractors to provide Workers' Compensation Insurance for all of the latter's employees unless the Contractor affords such employees protection.
- 3.2 Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$500,000.00 for each occurrence with a \$500,000.00 Products/Completed Operations Aggregate and a \$500,000.00 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.

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

- a. Except for Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.
- b. Provide for thirty (30) days notice to the County for cancellation, non-renewal or material change.
- c. Provide for endorsement that the "other insurance" clause shall not apply to Dallas County where County is the additional insured on the policy.
- d. Provide for notice to the County at the address shown below by registered mail.
- e. Contractor agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.
- f. Contractor shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.

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

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

INSURANCE LAPSES

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

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

4. DISCLOSURE FORM CIQ

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

5. PROVISION OF HEALTH INSURANCE COVERAGE

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

6. Upon request by Dallas County, bidders agree to furnish samples and/or demonstrations of products bid, as applicable. The product(s) requested will be furnished at no additional cost to Dallas County and will be of sufficient amounts and/or time frames agreed by County and bidder to ensure effective testing of the products(s). Any testing product used beyond the agreed upon amount or time frame may be considered for payment by Dallas County, if in the best interest of the County. Any product that fails testing shall be considered sufficient reason to reject the bid or product. Any product used by Dallas County, during the contract period that does not perform as specified and/or approved during testing shall be considered grounds for cancellation of the contract.
7. Non-performance of the bidder in terms of Specifications or Non-compliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this Contract, by giving a ten (10) days written notice to the Contract with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Contractor may be given a reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance.

8. Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price. The County will pay for actual quantities ordered within industry tolerance standards.
9. The bid award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit Price
 - b. Total Bid Price
 - c. Delivery Date
 - d. Results of Testing Samples
 - e. Special Needs and Requirements of Dallas County
 - f. Dallas County's Experience with Products Bid
 - g. Vendor's Past Performance Record with Dallas County
 - h. Dallas County's Evaluation of Vendor's Ability
 - i. Estimated Costs for Supplies, Maintenance, etc.
 - j. Estimated Surplus Value
 - k. Dallas County reserves the right to award to a primary and secondary vendor.
10. The contractor shall submit two invoices upon (receipt/completion) of the (materials/work) (received/performed). **The original invoices will be sent to the County Auditor's Office, 509 Main Street - Room 407 Records Building, Dallas Texas 75202.** A copy of the invoice shall be sent to the originating department with the word "COPY" stamped across the invoice. Payments will be processed after the Auditor's Office has been notified by the originating department that the (service/materials) have been (received/performed) in satisfactory condition and no unauthorized substitutions have been made according to the specifications. Invoices must detail the (service/material) (received/performed) and must reference the Dallas County Purchase Order number for speed in processing.
11. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as descriptive and not restrictive. As determined by Dallas County, equal is considered as articles or materials which can effectively and economically perform the required task; is comparative in quality and performance and, if required, is acceptably similar or matches the specified structural design. In case the unit price of an item differs from the extended price for the quantity bid, the unit price shall govern.
12. The Contractor shall be considered an Independent Contractor and not an agent, servant, employee, or representative of the County in the performance of the work. No term or provision hereof or act of the Contractor shall be construed as changing that status.
13. The Contractor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Contractor or any agent, servant, employee or sub-contractor of the Contractor in the execution or performance of this Contract. Contractor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Contractor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.
14. The Contractor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.

15. The Contractor shall obtain from the appropriate City, Dallas County or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the Work.
16. The Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the County
17. Should Dallas County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance.

Should Dallas County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract.

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

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

26. Monetary Restitution - In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the contractor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the contractor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination vendor's rate and new company's rate) beginning the date of vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.
27. No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of Dallas County. It is the responsibility of the contractor during all phases of the contract process to notify the County in writing of any potential conflict of interest.
28. In the best interest of the County, as determined by the Dallas County Commissioners Court, any bidder/proposer who is currently involved, either directly or indirectly, with any litigation against or involving Dallas County may be disqualified and/or not considered for an award.
29. Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
30. Each offeror is requested to carefully read the **MINORITY BUSINESS POLICY OF DALLAS COUNTY** (following the Bid Proposal Section of this specification). If you have any questions and/or comments regarding the policy statement, how to become a certified minority/women-owned business for the County, or how to complete the Letters of Assurance A or B and the MBE/WBE Identification form please call the M/WBE Coordinator for Dallas County, at 214/653-6018 or 653-6021.
31. **Questions or administration of this contract, the Dallas County representative is:**

Dallas County Purchasing Department
Gloria McCulloch
(214) 653-7433 (office)
(214) 653-7449 (fax)
gwebb@dallascounty.org

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

Download Instruction for bids, solicitations, addendums, and general information documents:

1. Go to: <http://www.dallascounty.org>
2. Navigate to the far right hand column that reads: What are you searching for?
3. From the pull down menu labeled “Dallas County Departments” select Purchasing
4. You are now at the Purchasing Department website
5. Navigate to the far left hand column in click on “Bidding Opportunities”
6. You can now download any bids, addendums, and general information documentation available on the website by click on the corresponding hyperlink.

The intent of this Invitation for Bid is to establish a Contract for the Widen of the Concrete Driveway at the Grubb Street Entrance of the Mesquite Government Center and Related Services, as described herein.

1. Pre-bid Conference

A pre-bid conference will be held on June 18, 2009, 10:00 a.m., Mesquite Government Center – Lobby Area, 823 N. Galloway, Mesquite, Texas.

The purpose of this conference is to allow potential bidders the opportunity to ask clarifying questions associated with the scope of services, general and technical requirements, and to obtain a better understanding of the services required of this project. All responses to the questions at the pre-bid conference will be oral and in no way binding to the County.

Pre-Bid Conference attendance is voluntary, however it is strongly recommended that all bidders attend. If you have questions regarding the conference, contact Gloria McCulloch at 214.653.7433 or e-mail gwebb@dallascounty.org.

2. Submission of Questions

The deadline for submission of written questions regarding this bid will be June 19, 2009, 5:00 p.m., CST. The official responses to all written communication will be issued in written addendum or posted as general information to all documented participants holding copies of the bid.

E-mail or fax all questions to gwebb@dallascounty.org or 214.653.7449. Please reference the bid number in the subject line, company name, and representative name on all correspondence to Dallas County. Only written responses to written communication shall be considered official and binding to Dallas County. Any oral communication shall be considered unofficial and non-binding.

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

Download Instruction for bids, solicitations, addendums, and general information documents:

1. Go to: <http://www.dallascounty.org>
2. Navigate to the far right hand column that reads: What are you searching for?
3. From the pull down menu labeled “Dallas County Departments” select Purchasing
4. You are now at the Purchasing Department website
5. Navigate to the far left hand column in click on “Bidding Opportunities”
6. You can now download any bids, addendums, and general information documentation available on the website by click on the corresponding hyperlink.

3. General Requirements

- 3.1 Contractor must be licensed and bonded with the City of Mesquite. This is the sole responsibility of the Contractor prior to the commencement of any work.
- 3.2 Contractor shall furnish and supply all permits, licenses, fees, service, supervision, labor, personnel, technicians, tools, equipment, parts, supplies, material, incidentals, mileage, travel time, transportation, fuel surcharge, shipping, and documentation necessary to perform the scope of work and services as described herein .
- 3.3 Materials, supplies, services and parts requested by Dallas County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with standard commercial practices.

- 3.4 Prior to submitting a bid, the contractors shall examine all documents relating to this project and visit the job site to ascertain the nature of the work and the character of the job site. The contractors shall become familiar with the contractual requirements, project limitations, and various aspects of the work, physical conditions and surroundings of the job site. The contractors shall include in their bids a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. By submitting a bid for the project, the contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the project site, contractual requirements, project limitations and the various aspects of this project. Dallas County will not consider any claims for compensation whatsoever on account of the contractors' failure to fully investigate and examine the project requirements and job site conditions as required above.
- 3.5 Contractor shall maintain a credible work force daily to insure progress of job. Contractor shall employ only skilled personnel, knowledgeable of all phases of concrete driveway and sidewalk modification, upgrades, replacement, and repair services. A superintendent or foreman shall be on the jobsite at all times when work is being performed. Contractor shall supervise all workers including that of all sub-contractors, to insure that it is of the highest grade and according to best standard practice. Where necessary, skilled artisans shall perform all work.
- 3.6 For every trade and for every product the installation and application techniques shall be in strict accordance with the highest quality prescribed by the applicable trade standards and by such specific recommendations of the manufacturer.
- 3.7 Contractor employees or personnel shall not under any circumstances fraternize with employees, residents, building clients, adults or children at the facility
- 3.8 Service Hours: All services performed under this contract will be conducted during normal business hours (Monday through Friday, 7:00 a.m. - 4:30 p.m.) excluding County Holidays, unless prior arrangement are made in advance and approved with the Project Coordinators.
- 3.9 Technical and Descriptive Literature: (if applicable): Bidders shall include the complete manufacturer's technical and descriptive literature regarding the brand and material your firm is proposing to utilize for this project. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted.
- 3.10 Brand name or trade name are for reference only such identification is intended to be descriptive and is not intended to be restrictive or limit competition Other products will be considered for award if such products are identified in the bid and are determined by the County to meet its needs. Products substantially equivalent to those designated shall qualify for consideration. Bids on brands other than those listed are subject to approval based on evaluation.
- 3.11 Contractor shall comply with all applicable State and local laws, ordinances, codes, and regulations.
- 3.12 Contractor shall complete all work in a neat and workmanlike manner, to the satisfaction of the County.
- 3.13 Contractor shall secure all equipment, tools and related materials while working in or around the facility against the occurrence of theft, accidents, injuries or damage to any person or property at all times.
- 3.14 Contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the project or work site. Barricades, shelters, lights, caution tape and/or signs shall be placed around all work areas. They shall meet the requirements of applicable building codes or other requirements imposed by the local governing authority. Contractor shall assume the responsibility for maintenance of barriers to completion of project and remove same.
- 3.15 Traffic Control: Contractor shall provide the sign stands and signs for maintenance and protection of traffic in accordance with the local city code, State of Texas and Federal Requirements. Contractor shall also provide signs to control traffic within the work zone. The Contractor will be responsible for the proper display, placement and removal of signs.

- 3.16 Safety Standards: Contractor personnel shall wear approved clothing, reflective safety vest, hard hats, steel toed safety shoes, protective eye wear, ear protection and any other equipment required to meet OHSA standards. They will obey all safety rules and regulations and will not create hazardous conditions within the operation. Contractor shall provide all safety devices. Flaggers shall be provided in sufficient number and locations as necessary for control and protection of vehicular and pedestrian traffic.
- 3.17 Any damage to existing utilities, building, finished surfaces, equipment, County or public property or improvements, resulting from the performance of this contract shall be repaired to the satisfaction of the Dallas County at the contractor's sole expense. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.
- 3.18 Excess materials, rubbish, garbage, rags, debris, etc., generated from the repair or replacement work services shall be disposed of off-site by the contractor daily at the contractor's own expense. Any material needing removal is to be disposed of off-site in a safe and legal manner. The contractor shall not stockpile debris, rubbish, garbage, excess materials or other unwanted materials on the sidewalk or on the street. Washing of excess materials into the storm drain is prohibited.

Payment for transportation and disposal of excess materials and removed equipment shall be included in the contract, and no additional compensation shall be made.

- 3.19 Prior to scheduled commencement of the project and associated work, a meeting will be conducted at the project site or other designated site by Facilities Management with the Contractor, Dallas County Project Coordinator, and any other persons directly involved with the performance of the work. No work will commence before consulting with the Dallas County Project Coordinator. The Dallas County Project Coordinator must approve the actual work schedule of the Contractor to insure that no disruption or interferences with the building operation which may result in health hazard or offensive conditions and County business.
- 3.20 Performance Warranty: Contractor shall guarantee all work, equipment and materials included in the service against any defects in workmanship 100%; and shall satisfactorily correct, at no cost to Dallas County (that includes parts, materials, labor, mileage and travel time), any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by Dallas County. If the vendor is notified in writing and of a deficiency in the work provided within one year from completion of the work, the Contractor shall re-perform the work in question at no additional cost to Dallas County.

Contractor shall respond to all complaints within two (2) business days from initial call. Failure to do so may result in cancellation of future contracts with Dallas County.

- 3.21 Material Warranty: The warranty period for Contractor provided materials shall be for a period of one year after completion of the installation or within the manufacturer's warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by Dallas County. The Contractor shall provide the designated Dallas County representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site. This warranty shall not void the Manufacturer's warranty for quality or durability
- 3.22 Project Acceptance: Within five (5) business days after completion of the project, Contractor shall schedule a meeting and walk through at the actual project site with the designated Dallas County Project Coordinator. The purpose of the meeting is to inspect all work and services performed in accordance to the bid specifications and requirements. If work, services, performance and/or products are unacceptable, the problem areas will be indicated by the Dallas County Project Coordinator to the Contractor. The Contractor will be required to correct all problem areas immediately. Payment to the Contractor shall be withheld until all work, services, and/or products are deemed acceptable. Acceptance of all work performed under this contract shall be at the sole discretion of Dallas County.
- 3.23 References: Contractor shall provide with bid a minimum of three (3) customer references to substantiate the qualifications and experience requirements for services completed within the past 24 months. The references shall illustrate contractor's ability to provide the services outlined in the specification requirements. Dallas County reserves the right to contact the references provided. The reference information shall include: company names, contact name, telephone number, type of services provided and dates of services performed.

3.24 Invoicing Requirements: All invoices shall include, but not be limited to the following information:

3.24.1 Dallas County Purchase Order Number

3.24.2 Date and time of service

3.24.3 Service of description

3.24.4 Location of service

3.24.5 Total Cost of Services

3.24.6 Two (2) invoices are required.

Invoice 1# shall be forwarded to the:
Dallas County Facilities Management
600 Commerce Street, 9th Floor
Dallas, Texas 75202

Invoice 2# shall be forwarded to the:
Dallas County Auditor's Office
Attn: Accounts Payable
509 Main Street, 4th Floor, Room 407
Dallas, Texas 75202.

3.25 Award: Dallas County shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions set forth in the bid documents. Dallas County reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the County.

3.26 Failure to comply with requirements stated in these specifications will result in the termination of contract due to non-performance.

4. Technical Requirements - Scope of Services

In addition to the General Requirements, the Scope of Services for the Widen of the Concrete Driveway at the Grubb Street Entrance of the Mesquite Government Center and Related Services, shall include, but not be limited to the following Contractor responsibilities:

4.1 Contractor must be licensed and bonded with the City of Mesquite "prior" to the start of the project.

4.2 Contractor will be responsible for the widening of the driveway at the Grubb Street entrance (2nd driveway west of Galloway St) approximately 10' to a width of 30'.

4.3 Contractor shall demolish and remove from the site the existing concrete curb and gutter, sidewalk, grass and dirt to accommodate the installation of a new curb, gutter and ADA ramp to be installed by the Contractor at the widened Grubb Street entry.

4.4 The new curb and gutter will be constructed and installed to meet or exceed the requirements of the City of Mesquite code and ordinance requirement.

- 4.5 Contractor will construct new handicap ramp to allow access from the driveway at the west side to the existing sidewalk. This ramp will be installed to meet or exceed all local, state and federal ADA requirements.
- 4.6 Contractor shall demolish and remove from the site approximately 60' of existing sidewalk and curb and gutter on the south east end of the facility to accommodate the new Contractor installed handicap access. The demolition will begin at the new north/south sidewalk at the front of the facility.
- 4.7 Contractor will form and pour a 4" curb near the building to prevent erosion of the existing soil and grass due to the reduced height of the ramp.
- 4.8 Contractor shall install a minimum of four (4) inches of compacted cushion sand and prior to installation of the rebar.
- 4.9 Contractor shall install forms and install #3 steel rebar eighteen (18) inches on center each way (O.C.E.W.), include all ties, saddles, and expansion joint material. Rebar shall be doweled into all existing sidewalks, concrete curbs, and at each new expansion joint to prevent shifting of concrete sections.
- 4.10 Contractor shall then place a minimum of six (6) inches of 3000 PSI poured concrete and finish and color to ADA standards at the location of the removed sidewalk.
- 4.11 The ramp will be finished 2" above the current parking area to allow for the additional 2" of asphalt overlay that will be installed by others following the completion of the ramp installation.
- 4.12 Contractor will also finish with poured concrete a small area just south of the new handicap ramp. This area is already bordered with concrete and should not require forming other than the expansion joint.
- 4.13 Contractor shall install a minimum of four (4) inches of cushion sand and compact prior to installation of the rebar.
- 4.14 Contractor shall install forms and install #3 steel rebar eighteen (18) inches on center each way (O.C.E.W.), include all ties, saddles, and expansion joint material. Rebar shall be doweled into all existing sidewalks, concrete curbs, driveway, and at each new expansion joint to prevent shifting of sidewalk sections.
- 4.15 Contractor shall then place an minimum of four (4) inches of 3000 psi poured concrete and complete to a broom finish. This section of new concrete will be tapered up from 2" above the existing parking lot to the level required to match the new handicap ramp. This will be designated by Dallas County as a loading zone.
- 4.16 Contractor will demolish and remove from the site approximately 150' of concrete curb that runs through the center of the west parking lot. The removal of this curb is only required to be 1" below the existing grade of the parking lots. Dallas County will barricade this area following demolition until the new 2" of asphalt overlay is installed.
- 4.17 All asphalt work will be done by Dallas County.

5. Project Coordinator

The designated Project Coordinator for this contract is:

Gregory Gray, Facilities Management

214.653.2982 (office)

214.408.0360 (pager)

The Project Coordinator or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the bid is formally approved and awarded by the Dallas County Commissioners Court. The Project Coordinator does not have any express or implied authority to vary the terms of the contract and/or purchase order, amend the contract and/or purchase order in any way or waive strict performance of the terms or conditions of the contract and/or purchase order. Contractor will work under the direction of the Project Coordinator or the designated County representative throughout the duration of the contract.

5.1 The Project Coordinator responsibilities include, but are not limited to:

- 5.1.1 Monitoring the Contractor's progress and performance as well as ensuring services conform to established specification requirements.

- 5.1.2 Approve and authorize payments for completed services in accordance to general and technical specification requirements.
- 5.1.3 Meet with the Contractor as needed to review progress, discuss problems, and consider necessary action.
- 5.1.4 Identifying a breach of contract by assessing the difference between contract performance and nonperformance and notifying Purchasing staff of deficiencies.

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

Mail/Deliver Sealed Bid to:

Dallas County Purchasing Department
Records Building
509 Main Street, 6th Floor, Room 623
Dallas, Texas 75202

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

Description

Specify cost for the Contract for the Widen of the Concrete Driveway at the Grubb Street Entrance of the Mesquite Government Center and Related Services, as per bid specifications, general and technical requirements:

- A. Equipment, Parts, Material, and Supplies Cost: \$ _____
 - B. Total Labor and Installation Cost: \$ _____
 - C. All other cost associated with this project including overhead: \$ _____
- Total Project/Bid Cost (a+b+c):* \$ _____

Specify Time of Completion (include any ordering time for material and supplies): All work under this contract shall be completed within _____ calendar days from the date of approved project schedule.

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

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

Specify Prompt Payment Discount Terms: _____% _____Days. Payment terms with no discount are Net 30 days, upon receipt of proper invoice and verification that the services and products have been completed in accordance with specification requirements in the Dallas County Auditor's Office.

Please answer the questions listed below:

Specify the name and telephone number of the account representative who will be handling this account:

Does your firm/company have the required insurance coverage stated under SECTION 3 - INSURANCE REQUIREMENTS and agree to comply with these requirements during the duration of this contract?

Yes _____ No _____

If No, will your firm be able to acquire the required coverage within ten (10) days upon notification of contract award?

Yes _____ No _____

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

Information on Provision of Health Insurance Coverage for Employees

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

- a) Does your company provide health insurance coverage to its employees?
Yes _____ No _____

- b) If your company does provide health insurance coverage to its employees, does the company share in the cost a minimum of 75% for employee only coverage and 50% for family coverage?
Yes _____ No _____

- c) If your company provides health insurance coverage to its employees, is the coverage comparable to the services provided by Dallas County as described in the attached summary plan description? (See Attachment A)
Yes _____ No _____

- d) If your company plans to utilize subcontractors in the fulfillment of this bid, does each of the subcontractors provide health insurance coverage to their employees that compares to Dallas County's health insurance coverage and share in the cost?
Yes _____ No _____

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

For statistical purposes:

Please indicate to Dallas County whether the principal company owner is a: (Please check one)

Dallas County Tax Payer

Other County Tax Payer

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

Daily Commercial Record

Dallas County Website

Letter from Dallas County Purchasing Department

Other: specify: _____

Thank you.

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

CUSTOMER REFERENCES

FIRM SUBMITTING BID

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
DATE OF SERVICE: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
DATE OF SERVICE: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
DATE OF SERVICE: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ EMAIL ADDRESS: _____
DATE OF SERVICE: _____

Dallas County Summary Plan Description

COVERED SERVICE (must be Medically Necessary)	You Pay	Plan Pays (After applicable copays)
PHYSICIAN SERVICES		
Office Visits		
- PCP (Family Practice, General Practice, Internal Medicine, Pediatrics, OB/GYN for well woman care only)	\$25 copay	100%
- Specialist	\$30 copay	100%
Hospital Visits	10%	90%
PREVENTIVE SERVICES	\$25 PCP / \$30 Specialist	100%
ALLERGY CARE SERVICES	\$25 PCP / \$30 Specialist	100%
MATERNITY SERVICES		
Prenatal and Postnatal Visits	\$25 PCP / \$30 Specialist copay for 1 st visit only	100%
Delivery and Newborn Care in Hospital	10%	90%
OUTPATIENT SERVICES		
Outpatient Surgery (including all related surgical services)	10%	90%
Diagnostic Lab & X-rays		
- Performed by a physician's office, participating laboratory, or radiological provider	\$25 PCP / \$30 Specialist	100%
- Performed within 7 days prior to a hospital admission	0%	100%
Radiation, Chemotherapy, Dialysis	10%	90%
Rehabilitation Services and Therapy (Physical, Occupational and Speech Therapy only, limited to 60 visits per calendar year for all therapy combined)	\$25 PCP / \$30 Specialist	100%
INPATIENT HOSPITAL SERVICES		
Inpatient Care (semi-private room & board, surgery, medications, lab & x-ray, anesthesia and therapy)	10%	90%
EMERGENCY MEDICAL SERVICES		
Emergency Room Services (Copay waived if admitted)	\$75 copay	100%
Urgent Care Center	\$30 copay	100%
Physician Services in Emergency Room	\$0	100%
Ambulance Services – Emergency Only	\$0	100%



DALLAS COUNTY M/WBE SPECIFICATIONS

Leffie T. Crawford, Minority Business Officer
Minority & Women Business Enterprises
E-mail: ltcrawford@dallascounty.org
214.653.6018 (office)
214.653.7449 (fax)

MINORITY/WOMAN BUSINESS SPECIFICATIONS

For Bids/RFPs

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

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

Check upon completion (forms attached):

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

Note

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

1. GOOD FAITH EFFORT

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

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

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

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBER _____

PROJECT TITLE _____

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

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

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

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

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

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

NAME OF YOUR BUSINESS: _____ ADDRESS: _____ PHONE# _____
 _____ () _____

Printed Name Of Preparer _____ Signature _____ Title _____ Date _____



DALLAS COUNTY

5. Vendor Statistical Report

(prime/subs performing >19% of initiative)

Permanent Full-Time Employment
(not part time/temp/seasonal)

COMPANY NAME:

ADDRESS:

TELEPHONE:

MALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMERICAN	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative-(Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
TOTAL							
CHECK ONE:	Minority-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No		Signature/Date:			
	Women-Owned Firm Certification #	Issued by NCTRCA <input type="checkbox"/> Yes <input type="checkbox"/> No		Typed Name and Title:			
	Non-Minority/Woman-Owned Firm						

DESCRIPTION OF JOB CATEGORIES

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

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

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

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

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

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

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

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

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

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when not trained under apprentice programs -- operative, laborer and service occupations.

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

6. DALLAS COUNTY MBE/WBE PAYMENT REPORT

 Project Number Project Title Invoice # Work Order Date Job #

Prime/General Contractor: _____

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

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

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

 =
The information listed above is certified to be correct:

Reviewed by:

 Printed Name of Officer/Director Signature of Officer/Director

 Date

 Dallas County Project Manager Date



**DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Insurance Agent/Broker And Bidder

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

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/Zip: _____

Telephone No: (____) _____

Fax No: (____) _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

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

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

Insurance Agent/Broker Signature: _____

Date: _____

Bidder's Signature: _____

Date: _____

AFFIDAVIT OF _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

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

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

Further affiant sayeth not."

Name

Company

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

Notary Public in and for the State of _____

Commission Expires